

AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this _____, 2019

By and Between

M/s. ORCHID DEVELOPERS PVT. LTD. (CIN: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

[1] _____ (PAN: _____) (Aadhaar No. _____), son/daughter/wife of _____, aged about _____ years, by faith: Hindu, citizen of _____, by occupation: _____, residing at _____, under P.S.: _____ & P.O.: _____,

AND

[2] _____ (PAN: _____) (Aadhaar No. _____), son/daughter/wife of _____, aged about _____ years, by faith: Hindu, citizen of _____, by occupation: _____, residing at _____, under P.S.: _____ & P.O.: _____,

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/its heirs, executors, administrators, successors-in-interest and permitted assigns), of the **SECOND PART**;

The Owner/Promoter and Allottee(s) shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

I. DEFINITIONS AND INTERPRETATIONS**1.1 Definitions**

In the Agreement, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

"**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);

"**Apartment**" shall mean an Apartment more fully described in **Part I** of the **Schedule B**;

"**Association**" shall mean the body to be created by the owners of the Units under the West Bengal Apartment Ownership Act, 1972;

“**Cancellation Charges**” where the Allottee(s) proposes to cancel/withdraw from the project without any fault of the Owner/Promoter, the Owner/Promoter herein is entitled to forfeit the booking amount paid for the allotment;

“**Car Parking Space(s)**” shall mean car parking space more fully described in **Part I** of the **Schedule B**, have been provisionally allotted to the Purchaser(s) under the Intimation Letter if otherwise not intimated;

“**Owner/Promoter**” shall mean ORCHID DEVELOPERS PVT. LTD., a company incorporated under the Companies Act, 1956;

“**Complex**” shall mean the Project “**The Orchid Grandeur**” to be developed by the Owner/ Promoter on the land morefully described in **Part I** of the **Schedule A**;

“**Complex Common Areas**” shall mean the areas available within the Complex or any extended area if specified by the owner to be used and enjoyed in common with all other Purchaser/Purchasers/Occupiers of the Complex or subsequent Phases developed by the Owner/Promoter;

“**Complex Land**” shall mean the land area of land morefully described in **Part I** of the **Schedule A**;

“**Extended Complex Land**” shall mean the land area to be subsequently procured by the Owner/Promoter and subsequently developed projects which may share some of the amenities and facilities in common with the other Phases of The Orchid Grandeur;

“**Maintenance Company**” shall mean the organization responsible for providing maintenance services in the Complex till the formation of the Association which could be a division, associate or company of the Promoter;

“**Rules**” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

“**Regulations**” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

“**Section**” means a section of the Act;

“**Project**” shall mean and include Phase II of The Orchid Grandeur more fully described in the **Part II** of the **Schedule A**;

“**Project Land**” shall mean and include Phase II of The Orchid Grandeur having land more fully described in the **Part II** of the **Schedule A**;

1.2 Interpretation

- (a) Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa;
- (b) Words in singular shall include the plural and vice versa;
- (c) Reference to a gender includes a reference to all other genders;
- (d) A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- (e) Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement; and
- (f) The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement.

WHEREAS:

- A. The Owner/Promoter is the absolute and lawful owner of the land more fully described in **Part I** of the **Schedule A** hereto demarcated in red on the plan attached hereto and marked as **Annexure I**, (the “**Complex Land**”). Said Complex Land with additional land to be procured subsequently by the Owner/Promoter (the “**Extended Complex Land**”) will be used for the Development of several projects. Presently Owner/Promoter is developing **Phase II** of the “**The Orchid Grandeur**” (the “**Project**”) on the land morefully described in the **Part II** of the **Schedule A** (the “**Project Land**”). Owner/Promoter after successful running of the Phase I of The Orchid Grandeur on the Complex Land having common access road and common facilities and amenities common with the projects to be constructed on the Extended Complex Land. Owner/Promoter had utilized its land for development through developer, a project namely “**Lavanya**” in the adjoining land and in future may develop several other Project on the Extended Complex Land having common access road and having some common facilities and amenities. The particulars of the title of the Project

Land are more fully described in **Part III** of the **Schedule A** hereto (hereinafter referred to as the “**Devolution of Title**”);

- B. The Project Land is a part of the Complex Land and also a part of the Extended Complex Land which is owned by the Owner/Promoter herein and after successful running of the Phase I of The Orchid Grandeur now intended for the development of another Residential Project in the said Project Land which will be named as “**The Orchid Grandeur - Phase II**” and gradually subsequent phases will be launched/developed based on the market scenario. The details of “**The Orchid Grandeur - Phase II**” are as follows:
1. “**The Orchid Grandeur - Phase II**” will consist of 4 blocks namely Block Nos. 5, 6, 7 and 8 comprises of 48 apartments, 60 car parking spaces;
 2. The Owner/Promoter has already got plan sanction for the “The Orchid Grandeur - Phase II” the Project;
 3. The Owner/Promoter will also create recreational facilities such as Club, Swimming Pool etc. The Owners/Occupiers/Allottees of all the phases to be constructed at the Complex Land and in the Extended Complex Land will have Right of Use of all the said recreational facilities. For the time being Owner/Promoter will arrange for the said recreational facilities in a portion adjacent and/or within the Complex Land which will be later on relocated if required in the larger area adjoining to the Project / Complex Land;
- C. The Owner/Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed;
- D. The Owner/Promoter has duly intimated the Rajarhat Bishnupur 2 No. Gram Panchayat about commencement of construction of the Project i.e. The Orchid Grandeur - Phase II vide its commencement letter dated 26th August 2013;
- E. The Owner/Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the project land and the apartment or buildings thereon, as the case may be, from the Rajarhat Bishnupur 2 No. Gram Panchayat vide their sanctioned plan no. Nil dated 16.08.2013. 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;

- F. The Owner/Promoter has registered the “The Orchid Grandeur - Phase II” comprises Block Nos. 5, 6, 7 and 8 being part of the sanctioned plan under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Calcutta Green’s Commercial Complex, 1st Floor, 1050/2, Survey Park, Kolkata - 700075, on _____ under registration no. _____;
- G. The Allottee(s) had applied for an apartment in the Project vide application dated _____ and has been allotted Unit hereinafter referred to as the "Unit" more particularly described in **Part I** of the **Schedule B** and the floor plan of the apartment is annexed hereto and marked as **Annexure II**;
- 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 Allottee(s) has been made expressly aware and after considering what has been disclosed to the Allottee(s) by the Owner/Promoter:
1. The Allottee(s) has agreed that his/her/their/its right to enjoy the Project i.e. The Orchid Grandeur - Phase II and its common areas, amenities and facilities including right of use of certain recreational facilities such as Club, Swimming Pool etc. will be shared with the Allottees of several other upcoming Phases of **The Orchid Grandeur**. The Allottee(s) has also been made aware and agrees that the Allottees of the several other upcoming Phases of **The Orchid Grandeur** shall be entitled to the undivided proportionate share of Complex Land as well as the Extended Complex Land and all benefits arising there from including the right to ingress and egress through the common roads, paths and passages of the extended complex land area/complex land area/project land area;
 2. Owner/Promoter after successful running of the Phase I of The Orchid Grandeur on the 50% of the Complex Land having common access road and common facilities and amenities common with the projects to be constructed on the Extended Complex Land;
 3. The Owner/Promoter had utilized its land for development through developer, a Project namely “**Lavanya**” in the adjoining land and may develop in future any new project in the adjoining with common access road;

- J. 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;
- 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 Owner/Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Unit morefully mentioned in **Part I** of the **Schedule B**;

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 and conditions as detailed in this Agreement, the Owner/Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Unit morefully and particularly mentioned in the **Part I** of the **Schedule B**;
- 1.2 The Total Price payable for the Unit is more fully mentioned in the **Schedule C**;

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee(s) to the Owner/Promoter towards the Unit;
- (ii) The Total Price above includes Taxes (Taxes are consisting of tax paid or payable by the Owner/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 Owner/Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the Allottee(s) 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 Owner/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 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(s);

- (iii) The Owner/Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Owner/Promoter within the time and in the manner specified therein. In addition, the Owner/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 Completed Unit finished as per **specifications** more fully mentioned in **Part II** of the **Schedule B** includes recovery of price of undivided, proportionate share of Project Land, construction of the Common Areas, internal development charges, external development charges, and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project but it will exclude Taxes and maintenance charges;
- 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 Owner/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 Owner/Promoter shall enclose the said notification/order/rule/regulation 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(s);

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C (“Payment Plan”)**;
- 1.5 As prescribed under law the Owner/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;
- 1.6 It is agreed that the Owner/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications described herein at **Part II** of the **Schedule B** and the nature of **fixtures, fittings and amenities** described herein at **Schedule D** in respect of the Project (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, without the previous written consent of the Allottee(s) as per the provisions of the Act. Provided that the Owner/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. The Owner/Promoter shall take prior approval of the Allottee(s) for extra charges, if any, as may be applicable for such addition/alteration;
- 1.7 The Owner/Promoter shall confirm to the final carpet area that has been allotted to the Allottee(s) after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner/Promoter, If there is reduction in the carpet area then the Owner/Promoter shall refund the excess money paid by Allottee(s) 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(s). 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 Allottee(s), the Owner/Promoter may demand that from the Allottee(s) 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 **Schedule C** of this Agreement;
- 1.8 Subject to Para 9.3 the Owner/Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Unit as mentioned in **Part I** of the **Schedule B**:
 - (i) The Allottee(s) shall have exclusive ownership of the Unit;

- (ii) The Allottee(s) shall also have right to use the 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, It is clarified that the Owner/Promoter shall hand over the common areas to the Association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act. Further, the right of the Allottee(s) to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time;
 - (iii) That the computation of the price of the Completed Unit finished as per **specifications** more fully mentioned in **Part II of the Schedule B**, includes recovery of price of undivided proportionate share of land, construction of the Unit and the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project;
 - (iv) The Allottee(s) has the right to visit the project site to assess the extent of development of the project and his/her/their/its apartment subject to prior consent of the project engineer and complying with all safety measures while visiting the site;
- 1.9 It is made clear by the Owner/Promoter and the Allottee(s) agrees that the Apartment along with car parking shall be treated as a single indivisible Unit for all purposes. It is agreed that **The Orchid Grandeur - Phase II** Project is an independent, self-contained Project not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of all such phases to be developed by the Owner/Promoter;
- 1.10 The Owner/Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, 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 Owner/Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any

liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Owner/Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person;

- 1.11 The Allottee(s) has paid a sum equivalent to 10% of the total price as booking amount being part payment towards the Total Price of the Unit, which includes token amount/any advances paid at the time of application the receipt of which the Owner/Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Plan as detailed in Schedule C as may be demanded by the Owner/Promoter within the time and in the 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 Owner/Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Owner/Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Owner/Promoter payable at Kolkata at its office;

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 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, 1934 and the Rules and Regulations made thereunder or any statutory amendments/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 Owner/Promoter with such permission, approvals which would enable the Owner/Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she/they may be liable for any action under

the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time;

3.2 The Owner/Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee(s) shall keep the Owner/Promoter 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 Owner/Promoter immediately and comply with necessary formalities if any under the applicable laws, The Owner/Promoter 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 any way and the Owner/Promoter shall be issuing the payment receipts in favour of the Allottee(s) only;

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Owner/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 Unit to the Allottee(s) and the common areas to the Association of Allottees subject to the same being formed and registered;

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specifications as mentioned in the **Part II** of the **Schedule B** and common areas, expenses, amenities and facilities and restrictions as mentioned in **Schedule D** which has been approved by the competent authority, as represented by the Owner/Promoter. The Owner/Promoter shall develop the Phase II of the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Owner/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 Rajarhat Bishnupur 2 No. Gram Panchayat and shall not have an option to make any variation/alteration/modification in such plans of the Phase II of the Project, other than in the manner provided under the Act, and breach of this term by the Owner/Promoter shall constitute a material breach of the Agreement;

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Unit - The Owner/Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the common areas to the Association of Allottees is the essence of the Agreement. The Owner/Promoter assures to hand over possession of the Unit on completion of the respective Block of the Project on 31.10.2021, however, possession of ready and complete common areas with all specifications, amenities and facilities of the Project in place within reasonable time 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 Owner/Promoter shall be entitled to the extension of time for delivery of possession of the Unit. 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 Owner/Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Promoter shall refund to the Allottee(s) the entire amount received by the Owner/Promoter from the allotment within 45 days from that date. The Owner/Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/she/they/its shall not have any rights, claims etc. against the Owner/Promoter and that the Owner/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement;

7.2 Procedure for taking possession - The Owner/Promoter, upon obtaining the completion certificate for the respective Block from the competent authority shall offer in writing the possession of the Unit, to the Allottee(s) in terms of this Agreement to be taken within two months from the date of issue of completion certificate subject to payment of all amount due and

payable under this Agreement and Registration of Deed of Conveyance. The Owner/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 Owner/Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Owner/Promoter/Association of Allottees, as the case may be from the date of the issuance of the completion certificate for the respective Block. The Owner/Promoter shall hand over the photocopy of completion certificate of the respective Block to the Allottee(s) at the time of conveyance of the same;

7.3 It will not be mandatory for the Owner/Promoter to complete the Complex Common Areas and facilities before giving Possession of Units but shall be liable to complete the same within a reasonable time thereafter;

7.4 On and from the Possession Date:

- a) The Unit shall be at the sole risk and responsibility and cost of the Allottee/s and the Promoter shall have no liability or concern thereof;
- b) The Allottee/s shall become liable to pay the Maintenance and other charges or any other outgoings in respect of the Unit;
- c) All taxes, Deposits and other levies/charges, utility payments imposed, demanded or required to be paid to the authorities concerned relating to the Unit and the undivided interest in the Project Land shall be borne and paid by the Allottee/s;
- d) All other expenses necessary and incidental to the management and maintenance of the Complex shall be borne by the Allottee/s;

7.5 If the Allottee/s, for whatsoever reason, fails and/or neglects to take possession of the Unit after issue of the Possession Notice, the Allottee/s shall be deemed to have taken possession on the date specified in Possession Notice. For all purposes on the said date, irrespective of the actual date when the Allottee/s takes physical possession of the Unit, will be deemed to be the Possession Date;

7.6 In computing the time for completion of construction of the Unit, the time taken by the Owner/Promoter for making application and obtaining completion certificate in accordance with the applicable law shall be excluded. Further, though every effort will be made to obtain electrical, water, sewerage connections, certificates, other clearances, etc. within the stipulated time, no responsibility will be accepted by the Owner/Promoter

for impediments and/or delays in obtaining such connections, clearances, occupancy certificates and other certificates from the statutory authorities and Allottee/s shall not be entitled to claim any damage/losses/interest against the Owner/Promoter on the ground of such delay;

7.7 Failure of Allottee(s) to take Possession of Unit - Upon receiving a written intimation from the Owner/Promoter as per Para 7.2, the Allottee(s) shall take possession of the Unit from the Owner/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in para 7.2 such Allottee(s) shall continue to be liable to pay interest on amount due and payable in terms of this agreement, maintenance charges as specified in para 7.2, municipal tax and other outgoings and further holding charge of Rs.5,000/- per month or part thereof for the period of delay of taking possession. Further, the Allottee(s) shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899, and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. And Further, the Owner/Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "as is where is basis". The Owner/Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer, etc.;

7.8 Possession by the Allottee(s) - After obtaining the completion certificate and handing over physical possession of the Unit to the Allottee(s), it shall be the responsibility of the Owner/Promoter to hand over the necessary documents and plans, including common areas, to the Association of Allottees upon its formation and Registration;

Provided that, in the absence of any local law, the Owner/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 upon formation and registration of the Association of Allottees;

7.9 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 Owner/Promoter, the Owner/Promoter herein is entitled to forfeit the booking amount paid for the allotment;

7.10 Compensation - The Owner/Promoter shall compensate the Allottee(s) in case of any loss caused to him/her/them 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 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 Owner/Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1, or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Owner/Promoter shall be liable, on demand to the Allottee(s), 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 the Owner/Promoter in respect of the Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Owner/Promoter shall pay the Allottee(s) interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Unit which shall be paid by the Owner/Promoter to the Allottee(s) within forty- five days of it becoming due;

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER/PROMOTER:

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

- (i) The Owner/Promoter has absolute, clear and marketable title with respect to the project land; the requisite authority and rights to carry out development

upon the project land and absolute, actual, physical and legal possession of the project land for the Project;

- (ii) The Owner/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 Project land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Project land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project land and Unit 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, Project land, Building and Unit and common areas till the date of handing over of the project to the Association of Allottees;
- (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 any other agreement/arrangement with any person or party with respect to the said Unit 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 Unit 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 Unit to the Allottee(s) and the common areas to the Association of Allottees once the same being formed and Registered;
- (x) The project land 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 project land;

- (xi) The Owner/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 irrespective of possession of apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) and the Association of Allottees or not;
- (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 project land) has been received by or served upon the Promoter in respect of the project land and/or the Project;

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the Owner/Promoter shall be considered under a condition of Default, in the following events:

- i) Promoter fails to provide ready to move in possession of the Unit to the Allottee(s) within the time period specified in para 7.1 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 of the respective Block, as agreed to between the parties, and for which Block's occupation / completion certificate, has been issued by the competent authority;
- ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder;

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

- i) Stop making further payments to 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 at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to the Allottee(s) shall prior to receipt of refund on the above account from the Promoter, at his/her/their/its own costs and expenses, execute all necessary cancellation related documents required by the Promoter;

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 Unit, which shall be paid by the Promoter to the Allottee(s) 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 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(s) under the condition listed above continues for a period beyond 1 (One) month after notice from the Promoter in this regard, the Promoter upon 30 days written notice may cancel the allotment of the Unit in favour of the Allottee(s) and refund the money paid by the Allottee(s) by deducting the booking amount and interest liabilities and this Agreement shall thereupon stand terminated;

10. CONVEYANCE AND REGISTRATION OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Unit as per **Schedule C** under the Agreement from the Allottee(s), shall execute a conveyance deed drafted by the Promoter's Advocate and convey the title of the Unit together with proportionate indivisible share in the Common Areas within reasonable time from the date of issuance of the completion certificate, to the Allottee(s).

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her/their favour till payment of stamp duty and registration charges and the allottee shall be bound by its obligations as morefully mentioned in clause 7.7 of this agreement;

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of Allottees upon the issuance of the completion certificate of the project;

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (Five) years by the Allottee(s) from the date of obtaining completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (Thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse, (ii) unauthorized modifications or repairs done by the Allottee(s) or its nominee/agent, (iii) cases of force majeure, (iv) failure to maintain the amenities/equipments, (v) accident and (vi) negligent use.

Provided that where the manufacturer warranty as shown by the Promoter to the Allottee(s) ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/Building/Phase/Wing and if the annual maintenance contracts are not done/renewed by the Allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Units and the Common project amenities wherever applicable. The Allottee(s) has

been made aware and the Allottee(s) expressly agrees that the regular wear and tear of the Unit/Building/Phase/Wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee(s) it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement;

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 Unit 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 and Service Areas: The basement(s) and service areas, if any, as located within the “**The Orchid Grandeur**”, 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(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 formed by the Allottee(s) 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 Unit at his/her/their/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the

Building, or the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and keep the Unit, 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;

15.2. The Allottee(s) further undertakes, assures and guarantees that he/she/they would not put any sign-board/nameplate, 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 Allottees 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 Unit 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 Unit;

15.3. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/or maintenance agency appointed by Association of Allottees. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions;

15.4. That on and from the date of possession of the said flat/unit, the Allottee(s) shall observe and perform bye-laws of WB Apartment Ownership Act, 1972 and obligation on its part;

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

The Parties are entering into this Agreement for the allotment of a Unit 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(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act save and except as agreed and mentioned above in recital "E" above;

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement it shall not mortgage or create a charge on the Unit 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 Unit;

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

- i) 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, 1972. The Promoter showing compliance of various laws/regulations as applicable in said Act;
- ii) The Promoter shall, in accordance with Applicable Laws, call upon the respective apartment owners to form an association (“ASSOCIATION”), and it shall be incumbent upon the Allottee(s) to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee(s) hereby authorizes the Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee(s) agrees to comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.
- iii) Each Apartment in the Project shall represent one (1) share, irrespective of the number of persons owning such Apartment. Further, in the event an Apartment is owned by more than one person, then the Allottee whose name first appears in this Agreement shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association during the minority of the Allottee. A tenant or licensee of the Allottee(s) shall not be entitled to become a member of the Association.
- iv) Upon formation of the Association, the Promoter shall hand over the Common Areas, Amenities and Facilities together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such

manner as prescribed under Applicable Laws (hereinafter referred to as the “Handover Date”). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured / obtained / entered into by the Promoter and the Association shall be responsible for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter shall upon such hand over stand automatically discharged of any liability and/or responsibility in respect thereof and the Allottee(s) and the Association shall keep Owner/Promoter fully saved, harmless and indemnified in respect thereof.

- v) The Allottee(s) agrees and undertakes to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Promoter, which deposit shall be treated as Sinking Fund (“Sinking Fund”). The Allottee agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Promoter, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee or the several other allottees of the Project on account of outstanding maintenance and Common Charges and Expenses to the Promoter, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee and the other allottees of the Project. The Allottee(s) undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Allottee(s) and/or to replenish any shortfalls caused on account of the Allottee(s). The Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Promoter to the Association and the Allottee and the Association shall jointly and severally keep the Promoter indemnified for the same.
- vi) The Allottee(s) acknowledges and agrees to allow the Promoter to adjust any receivables and/ or dues towards Common Charges and Expenses from the Sinking Fund before the same is handed over to the Association. The Allottee(s) hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Allottee(s) hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.

- vii) The Promoter and/or the Association, as the case may be, shall be entitled to invest the Sinking Fund in such securities and in such manner as the Promoter and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Project. Such payment towards the Sinking Fund shall not absolve the Allottee(s) of its obligation to pay the applicable maintenance charges in terms of this Agreement.
- viii) The Allottee(s) acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Project by the Promoter or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Project.
- ix) The Allottee(s) expressly agrees and acknowledges that it is obligatory on the part of the Allottee(s) to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the co-buyers and/or co-occupiers in the Project.
- x) Further, the Allottee(s) agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.
- xi) Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.
- xii) It has been agreed by the parties that the Association(s) of all the Allottees of all the buildings in the Project as and when the Project is completed in its entirety shall own in common all common areas, amenities and facilities of the Project together with all easement rights and appurtenances belonging thereto;

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 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 Registration Office 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 Registrar/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(s) 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/plot/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(S)/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 Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit 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(s) in not making payments as per the Payment Plan as detailed in **Schedule C** 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 Promoter in the case of one Allottee(s) 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 the 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 Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement;

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 Project, the same shall be the proportion which the carpet area of the Unit bears to the total carpet area of all the Units 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(s), in writing after the Agreement is duly executed by the Allottee(s) and the Promoter simultaneously with the execution the said Agreement shall be registered at the concerned Registration office. Hence this Agreement shall be deemed to have been executed at Kolkata;

29. **NOTICES:**

That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered Post or Speed post with acknowledgement at their respective addresses as mentioned in this Agreement or through e-mail. It shall be the duty of the Allottee(s) and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post or Speed post with acknowledgement failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be;

30. **JOINT ALLOTTEES:**

That in case there are Joint Allottee(s)s 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 Allottees;

31. **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s) in respect of the Unit, prior to the execution and registration of this Agreement for Sale for such Unit, shall not be construed to limit the rights and interests of the Allottee(s) 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 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 under the Arbitration and Conciliation Act, 1996;

34. **MISCELLANEOUS:**

34.1. The Allottee(s) aware that the price of the Unit is arrived after adjusting the GST input credit to be passed on to the him/her by the Owner/Promoter and the Allottee(s) shall not claim, demand or dispute in regard thereto;

34.2. The Allottee(s) prior to execution of this instrument shall not nominate his/her/their provisionally allotted unit unto and in favour of any other person or persons in his/her/their place and stead, the Allottee(s) may do so with the permission of the Owner/Promoter subject to payment of administrative charges @2% of the Total Price as mentioned in Schedule C and applicable taxes to the Promoter;

34.3. All the legal documents pertaining to Project will be drafted by Advocates, means M/s. DMD Legal Consultants, Advocates & Legal Consultants, of No. 12, Park Street, "Queens Mansion", Gate No. 1, Office No.503, Kolkata - 700071;

34.4. The Allottee(s) agrees and understands that all the standard fittings, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Unit agreed to be constructed will be as per specifications mentioned in this agreement and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones

provided in the model unit and the Allottee(s) shall not be entitled to raise any claim for such variation;

- 34.5. In the event of the Allottee(s) obtaining any financial assistance and/or housing loan from any Bank/Financial Institution the Promoter shall act in accordance with the instructions of the Bank/Financial Institution in terms of the agreement between the Allottee(s) and the Bank/Financial Institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the Unit and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee(s) from such Bank/Financial Institution;
- 34.6. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Owner/Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Owner/Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the **Part II** of the **Schedule B**;
- 34.7. The Possession Date has been accepted by the Allottee(s). However, if the said Unit is made ready prior to the Completion Date, the Allottee(s) undertakes(s) and covenant(s) not to make or raise any objection to the consequent preponement of his/her/their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee(s) are linked inter alia to the progress of construction, and the same is not a time linked plan;
- 34.8. The right of the Allottee(s) shall remain restricted to his/her/their respective Unit and the properties appurtenant thereto and the Allottee(s) shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Unit or space and/or any other portions of the Project or Complex;
- 34.9. In the event of cancellation of allotment after deducting cancellation amount as per clause no. 7.9 the balance amount paid by the Allottee(s) (other than the amounts towards GST, taxes, levies, duties, cess, and/or stamp duty and registration charges paid/demanded till the date of cancellation) shall be returned by the Promoter to the Allottee(s) without interest, out of the amounts received by the Owner/Promoter;

- 34.10. If due to any act, default or omission on the part of the Allottee(s), the Owner/Promoter is restrained from construction of the Project and/or transferring and disposing of the other Units in the Project or Complex then and in that event without prejudice to the Owner/Promoter's such other rights the Allottee(s) shall be liable to compensate and also indemnify the Owner/Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter;
- 34.11. The Promoter will not entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee(s) desires (with prior written permission of the Owner/Promoter) to install some different fittings/floorings on his/her/their own within the Unit booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Unit. For this purpose, in only those cases where the Allottee(s) has made full payment according to the terms of payment, at its sole discretion, the Promoter may subject to receipt of full payment allow any Allottee(s) access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottee(s) provided that such access will be availed in accordance with such instructions of the Owner/Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons;
- 34.12. The Allotment is personal and the Allottee(s) shall not be entitled to transfer, let out, alienate the Unit without the consent in writing of the Owner/Promoter PROVIDED HOWEVER after the full payment of the total price and other amounts and after registration of deed of conveyance, the Allottee(s) shall be entitled to let out, grant, lease and mortgage and/or deal with the Unit for which no further consent of the Owner/Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Unit in case of a transfer, as the said obligations go along with the Unit for all intents and purposes;
- 34.13. The cost of maintenance will be paid / borne by the Allottee(s) from the date of possession. Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed/borne/paid and shared by the Allottees of the said Project including those mentioned in **Schedule C**. Owner/Promoter for providing the

maintenance services of the project will be entitled to the administrative charges of 15% of maintenance expenses/charges;

- a)** Establishment and all other capital and operational expenses of the Association;
- b)** All charges and deposits for supplies of common utilities;
- c)** All charges for the electricity consumed for the operation of the common machinery and equipment and lighting;
- d)** Cost of operating the firefighting equipments and personnel, if any;
- e)** All expenses for insuring the New Building/Buildings and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, civil commotion etc.;
- f)** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Unit) walls of the New Building/s.
- g)** All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area;
- h)** Municipal tax, multistoried building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said flat/unit of Allottee(s);
- i)** Creation of sinking fund for replacement, renovation and other periodic expenses of equipments;
- j)** The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, sweepers, Plumbers, electricians etc. including perquisites, Bonus and other emoluments and benefits;

- k)** All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes;
- 34.14. It is clarified that the Defect liability as indicated above is the responsibility of the Promoter, shall not cover defects, damage, or malfunction resulting from (i) misuse, (ii) modifications or repairs done by the Allottee(s) or its nominee/agent, (iii) cases of force majeure, (iv) failure to maintain the amenities/equipments, (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee(s) ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/Building/Phase/Wing and if the annual maintenance contracts are not done/renewed by the Allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the units and the common project amenities wherever applicable. The Allottee(s) has been made aware and the Allottee(s) expressly agrees that the regular wear and tear of the Unit/Building/Phase/Wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee(s) it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement;
- 34.15. That Allottee(s) shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room/Overhead Tank/Stair Head Room of the newly constructed buildings in the said The Orchid Grandeur and the Owner/Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards/Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory

charges, taxes, levies and outgoings, as may be imposed by the authority/authorities for the same;

34.16. That on and from the date of possession of the said flat/unit, the Allottee(s) shall:

- a)** Co-operate in the management and maintenance of the said Project;
- b)** Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said Project;
- c)** Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including the GST;
- d)** The Allottee(s) shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee(s) shall be liable to pay interest @24% per annum on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee(s) shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Project" and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee(s) hereby consents to the same:
 - to discontinue the supply of electricity to the said "Unit";
 - to disconnect the water supply;
 - not to allow the usage of lifts, either by Allottee(s), his/her/their family members, domestic help and visitors;
 - to discontinue the facility of DG Power back-up;
 - to discontinue the usage of all amenities and facilities provided in the said Complex to the Allottee(s) and his/her/their family members/guests;

- e) The above said discontinuation of some services and facilities shall not be restored until such time the Allottee(s) have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Owner/Promoter/Association to realize the due amount from the Allottee(s);
- f) Use the said unit for residential purpose only;
- g) Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Owner/Promoter or the Association, upon formation, in writing;
- h) Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof;
- i) Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s;
- j) Not to place or cause to be placed any article or object in the common area;
- k) Not to injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise;
- l) Not to park any vehicle 2/4 wheeler, in the said Complex, unless the facility to park the same is obtained and/or acquired by Allottee(s);
- m) Not to make any addition, alteration in the structure of the building, internally within the unit or externally within the complex, and shall not change the location and/or design of the window and balcony grills (provided by the Owner/Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building/elevation, duly approved and finalized by the architect of the project;
- n) Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other Allottees and/or occupiers of the said residential complex;

- o)** Not to keep in the said unit any article or thing which is or might become dangerous, offensive, combustible, inflammable, radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said unit and/or any other unit in the said residential complex;
- p)** Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Unit' which in the opinion of the Owner/Promoter/Society/Association differs from the colour scheme of the building or deviation or which in the opinion of the Owner/Promoter/Association may affect the elevation in respect of the exterior walls of the said building;
- q)** Not to use the said Unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Allottees and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space;
- r)** Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own one four wheeler car;
- s)** Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Unit to anyone else, or excepting to a person who owns a Unit in the building and the Allottee(s) will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars;

- t) Not to encumber the said unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said unit in favour of the Allottee(s);
- u) Use the Community Hall for small functions of their families or for the meeting of unit owners or for the use of any function/meeting by all the unit owners of the complex. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire/spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/enclosed area of the said 'Complex' for sprinkling or spraying of colour and paints/lighting up of fire/sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10.00 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants;
- v) To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the Complex, in particular, the Community Hall, the Club Area, Swimming Pool and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/Association from time to time;
- w) To ensure that all interior work of furniture, fixtures and furnishing of the said unit, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co- Allottees;
- x) The supply of electricity is available in the project and exact amount payable by the Allottee(s) in this regard will be intimated to the Allottee(s) before possession. The amount of security deposit would be subject to revision as may be so decided by electricity supply authority from time to time and all Allottees shall, at all times, be liable to proportionately pay such

revision/replenishment to electricity supply authority, as per the norms of electricity supply authority. In such a case the Allottee(s) may be required to enter into a separate agreement with the Owner/Promoter for supply of electricity. In the event, any portion of land is needed to be gifted to any Service Provider for setting up of transformers or any other equipment to enable supply of electricity in the Project, the Allottee(s) hereby accords his/her/their/its consent to the same and further agrees not to raise any disputes whatsoever in regard of such gift of land to the Service Provider, as the case may be advance maintenance charges shall be used towards recurring common maintenance charges including GST or any other taxes payable by the Association in this regard, wherever applicable. In case, there is an increment in the cost of common area maintenance, the Association shall intimate the proportionate increase in the advance maintenance charges as well as the contribution to corpus fund to the Allottee(s) and the same shall be paid by the Allottee(s) within the time period intimated by the Association. The Allottee(s) hereby agrees that the Association may maintain itself or hand over the maintenance of the residential complex to any maintenance agency at its sole discretion and the Allottee(s) is required to pay the advance maintenance charges and the per month maintenance charges including any increment thereon to the Association/the maintenance agency, at the direction of the Association. Any delayed payment of advance maintenance charges/the per month maintenance charges/any increment thereon will attract interest payable at the rate of 24 % per annum by the Allottee from the due date till the date of payment. It is further clarified that in case Allottee(s) defaults in making payment or withholding the maintenance charges on any ground whatsoever in such event Association/Maintenance Agency as the case may be will be at liberty to recover and/or appropriate such deficit/outstanding amount out of the Maintenance Corpus Fund which the Allottee(s) hereby consents. The Association/Maintenance Agency as the case may be shall issue notice to the defaulting Allottee(s) for replenishment of the same and will also be reflected in the books of accounts, whereby the Association/Maintenance Agency as the case may be will have the right and authority to recover the same in order to replenish the Maintenance Corpus Fund of the Allottee(s) who hereby consents to the same;

- y) The deposits/other charges or levies demanded or required to be paid to the Development Authority or any other competent authorities providing water, electricity (presently Electricity being provided through Bulk Metering basis) and sewerage disposal systems and other services, Pollution Control Authority/Board, Fire Force Department, Village Panchayat or other Governmental/Statutory Authority and GST, or other taxes/levies payable to

central/state government or others from time to time, betterment or other levies in regard to the construction of the said Unit and proportionate cost of cable, transformers, pollution control equipment, fire-fighting equipment and the installation thereof;

- z)** Any other tax, duty, fee or levy in relation to transfer of the project land, which may be imposed by the Government or Local Authority from time to time, shall be borne by the Allottee(s);
- aa)** The Allottee(s) shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/Building(s) save and except the said Unit and the share in the Common Areas of the Phase II, and the Allottee(s) shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing the other phases of the Project;

34.17. It is further clarified that, Common Areas, Amenities and Facilities of the Whole Project which are common to all Phases shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Owner/Promoter to accommodate future plans of development of other parts or phases of the Project and the Allottee(s) hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have hereby granted an unconditional approval and consent to such change in all such Common Areas, Amenities and Facilities common to all Phases of the Whole Project;

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written;

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee(s):

(1)

(2) Signature:**Name:****Address:**

SCHEDULE A
PART I
COMPLEX LAND

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); and butted and bounded as follows:

On the East :
 On the West :
 On the North :
 On the South :

Demarcation of the Complex land where Phase II of The Orchid Grandeur is situated is shown in the plan annexed as **Annexure I** in colour Red;

PART II
PROJECT LAND

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

PART III
DEVOLUTION OF TITLE

A. By 18 (Eighteen) separate registered Deed of Conveyances, below named Vendors sold transferred and conveyed their respective area of land alongwith other lands/properties to Owner/Promoter herein and the said Deeds were duly Registered in the office of Additional District Sub-Registrar, Bidhan Nagar (Salt Lake City) and recorded as follows:

Sl. No.	Vendors Name	Dag No. and Khatian No.	Land Area (Acres)	Registration Details	Date of Registration
1	Rawsan Ali Molla & 5 others	R.S/L.R. Dag No. 940, 994 Kh. No. 410	0.02	Book – I, Vol. No. 13, Pages 7881 – 7895, Being No. 7959/2010	02.08.2010
2	Aayatan Bibi & 4 others	R.S/L.R. Dag No. 940, 994 Kh. No. 412	0.02	Book – I, Vol. No. 13, Pages 7896 – 7910, Being No. 7960/2010	02.08.2010
3	Joynal Abedin Mondal	R.S/L.R. Dag No. 940, 999 Kh. No. 910	0.04	Book – I, Vol. No. 4, Pages 2048 – 2061, Being No. 2315/2012	22.02.2012
4	Alauddin Mondal	R.S/L.R. Dag No. 940 Kh. No. 910	0.014	Book – I, Vol. No. 5, Pages 15868 – 15880, Being No. 3681/2012	20.03.2012
5	Isharwalia Udyog	R.S/L.R. Dag No. 953 Kh. No. 712/1, 740, 688, 133/1, 973/1, 886/1, 396/1, 361/1, 808/1, 3/1, 600/1, 541	0.24	Book – I, Vol. No. 12, Pages 9528 – 9551, Being No. 12881/2008	22.10.2008
6	Nitai Chandra Ghosh	R.S/L.R. Dag No. 637, 640, 944, 949 Kh. No. 1293	0.265	Book – I, Vol. No. 12, Pages 9501 – 9527, Being No. 12880/2008	22.10.2008
7	Gour Chandra Ghosh	R.S/L.R. Dag No. 637, 640, 641, 944, 949, 952 Kh. No. 1294	0.4725	Book – I, Vol. No. 12, Pages 9552 – 9585, Being No. 12882/2008	22.10.2008
8	Toton Chandra Ghosh	R.S/L.R. Dag No. 952 Kh. No. 1521	0.0475	Book – I, Vol. No. 12, Pages 9253 – 9275, Being No. 12868/2008	22.10.2008

9	Radharani Ghosh	R.S/L.R. Dag No. 934, 935, 939, 941, 942, 943, 944, 954, 955 Kh. No. 698, 345, 60, 65, 302, 253, 378, 358, 568, 1307	0.425	Book – I, Vol. No.12, Pages 9586 – 9614, Being No. 12883/2008	22.10.2008
10	Rita Sarkar	R.S/L.R. Dag No. 934, 939, 941, 942, 944 Kh. No. 698, 345, 60	0.20	Book – I, Vol. No.12, Pages 11556 – 11580, Being No. 12981/2008	27.10.2008
11	Abhishek Sarkar	R.S/L.R. Dag No. 954, 955 Kh. No. 733	0.145	Book – I, Vol. No.14, Pages 3899 – 3921, Being No. 14849/2008	24.12.2008
12	Sabitri Ghosh	R.S/L.R. Dag No. 934, 941, 944, 948, 951(P) Kh. No. 60, 392, 1597	0.3947	Book – I, Vol. No.12, Pages 9475 – 9500, Being No. 12879/2008	22.10.2008
13	Iliyas Ali Mondal	R.S/L.R. Dag No. 942 Kh. No. 191	0.0525	Book – I, Vol. No.7, Pages 6130 – 6145, Being No. 4278/2010	26.04.2010
14	Molla Afchhar	R.S/L.R. Dag No. 939 Kh. No. 1524	0.03	Book – I, Vol. No.11, Pages 2160 – 2174, Being No. 6473/2010	22.05.2010
15	Molla Afchhar	R.S/L.R. Dag No. 939 Kh. No. 586	0.05	Book – I, Vol. No.7, Pages 2175 – 2189, Being No. 6474/2010	22.05.2010
16	Johara Bibi	R.S/L.R. Dag No. 940 Kh. No. 910	0.007	Book – I, Vol. No.4, Pages 2230 – 2243, Being No. 2306/2012	22.02.2012
17	Rekha Ghosh	R.S/L.R. Dag No. 951 Kh. No. 535	0.0867	Book – I, Vol. No.19, Pages 7284 – 7299, Being No. 12249/2010	13.12.2010
18	Chandra Ghosh	R.S/L.R. Dag No. 951(P) Kh. No. 420	0.09	Book – I, Vol. No.11, Pages 2122 – 2139, Being No. 6471/2010	22.06.2010

- B.** While possessing and enjoying the project land said Owner/Promoter mutated its name for the entire Complex area alongwith other lands/properties in the Record of B. L. & L. R. O. at Block Rajarhat under L. R. Khatian No. 1920 & 2568;
- C.** While possessing and enjoying the project land said Owner/Promoter converted the project land alongwith other lands/properties from its present character to “Housing Complex” from the Office of B. L. & L. R. O., Rajarhat;

- 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;
- Furniture & Fixture: Movable Furniture which includes but not limited to Sofa set, centre table, Reading table and chair of teak wood, -----;

SCHEDULE C
PAYMENT PLAN

The Total Price shall be paid by the Allottee(s) in the following manner:

The total sale price for the Said Unit is Rs. _____/- (**Rupees** _____ **only**) include taxes. The Owner/Promoter, by separate receipts, has acknowledged the payment already made by the Allottee(s) to the Owner/Promoter as part of the Sale Price. The Allottee(s) shall pay the installments for the Sale Price along with applicable taxes as per Payment Schedule as below:

Installments for payment of the sale price:

Stages of Payment	Percentage of Amount	Amount (Rs.)
Booking Amount	10%	
On Execution of the Agreement	20%	

On completion of the Ground floor casting of the said building	10%	
On completion of the First floor casting of the said building	10%	
On completion of the Second floor casting of the said building	10%	
On completion of the Third floor casting of the said building	10%	
On completion of the Fourth floor casting of the said building	10%	
On completion of the Brick Work of the said Unit	10%	
On completion of the Flooring Work of the said Unit	5%	
On possession of the said Unit	5%	

N.B.: Interest accrual will start after expiry of due days from date of charge. All payment intimations shall be sent via e-mail.

OTHER PAYABLES

1. Interest free maintenance deposit: On demand
2. Deposit for Sinking Fund: On demand
3. WBSUEDCL Transformer Charges: On Actuals
4. Electricity connection and meter deposit: On Actuals

SCHEDULE D

PART I

COMMON PARTS/COMMON PORTIONS OF THE PROJECT

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

6. Overhead water tank;

The right of the Allottee(s) shall remain restricted to the particular unit and also avail the common facilities but will have no rights over open space roof and the owner shall be entitled to dispose of or sell or permit thereof will be in their absolute discretion;

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;

Recreational Facilities:

- Right of use of Club House
- Right of use of Swimming Pool
- Right of use of Community Hall

PART III

COMMON EXPENSES

1. All the expenses of administration, maintenance, repair and replacement of the common parts/common portions including rain water pipes, motor pumps, other plumbing works, water and electric wirings and installations, sewers, drains, lift and all other common parts, fixtures, fittings, and equipments in under or upon the building enjoyed or used in common by the Allottee(s), co-Allottee(s)s or other occupiers thereof including plaster of paris, re-building, re-construction, decorating and lighting the common parts including the common

Terrace, Lobby, the exterior portions of the said building, water proofing of Terrace (common), boundary walls, entrance, stair cases, passages, parking spaces and the lobby at the ground floor;

2. The costs of working, repairs, replacement, maintenance, cleaning, maintaining and lighting main entrance, passages, landing, stair case, lift, generator as well as other parts of the building as enjoyed or used in common by the occupiers of the building;

3. Such other expenses including printing and stationery as also all litigation expenses incurred for common purposes and in respect of any dispute with Local Municipality, Panchayat, Improvement Trust, other Local Authority, government, Insurance Company or any other person or persons in relation to or by any adhoc committee or the association as may be necessary or incidental for the common purposes including for maintenance, repairs and up-keep of the said building and for creating a fund for replacement, renovation, painting and/or periodic repairing of common parts;

4. The salaries and other expenses incurred for maintenance and/or administration of the building and payable to any person employed for the common purposes including security personel, electrician, plumber, administration of the building, accountant, clerk, gardeners, bill collectors, chowkidar, sweepers, liftmen, etc;

5. Insurance premium if any for insuring the building and every part thereof against earthquake, damages, fire, lightning, mob, violence and civil commotion etc.;

6. Expenses for supplies of common utilities, electricity, water;

7. Other contribution;

8. Municipal and other rates and taxes and levies and all other outgoings incurred in respect of any unit/flat/apartment or portion of land;

9. Cost and establishment and operational charges relating to common facilities and amenities;

10. All such other expenses and outgoings as may be deemed by the vendor to be necessary for or incidental thereto;

11. Electricity charges or expenses for lighting all the common parts, outer walls of the building, parking space and for operation of all the common areas;

12. Operational costs, maintenance, replacement of the lift and escalators, central air conditioning, fire-fighting security systems, generator and other gadgets, equipments which may be installed for showroom. Capital expenses for replacement of any equipments;

PART IV **EASEMENTS**

1. The Allottee(s) shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said unit and the “common portion” of the said building or otherwise usually held, used occupied or enjoyed reputed to or know as part or parcel thereof or appertaining thereto which are hereinafter more fully specified excepting and reserving unto the owner and/or other co-Allottee(s), the rights, easements, quasi-easements, privileges and appurtenances hereunder more particularly set forth in the **PART V** hereto;

2. The right of way in common as aforesaid into and all common passages, drive ways, entrance at all times and for all purposes connected with the reasonable use and enjoyment of the said unit PROVIDED ALWAYS AND IT IS HEREBY DECLARED that nothing herein contained shall permit the Allottee(s) or any persons deriving title under the Allottee(s) and/or his/her/their servants, agents, employees, invitees and/or customers to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of other persons including the vendor who are properly entitled to such right of way as aforesaid along with such common passage, drive ways and entrance as aforesaid;

3. The right of protection of the said unit by or from other parts of the building and the said property so far as they now protect the same;

4. The right of flow in common as aforesaid of gas if any, electricity, water and waste or soil from and/or to the said unit through pipes, drains, wires and conduits laying in under or over the other parts of the building and the said property so far as may be reasonably necessary for the beneficial use, occupation and enjoyment of the said unit;

5. The right of the Allottee(s) with or without workmen and necessary materials to enter from time to time upon the other parts of the said building and the said property for the purposes of re-building, repairing, replacing or cleaning so far as may be necessary with such pipes, drains, wires and conduits and also for the purposes of re-building, repairing, replacing or cleaning any part or parts of the said unit in so far as such rebuilding, repairing, replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty eight hours previous notice in writing of the Allottee(s)'s intention so to enter to the vendor/co-Allottee(s)/other occupier's entitled to the same;

PART V
RESTRICTION AND RESERVATION

5. The under mentioned rights, easements, quasi-easements, and privileges appertaining to the said unit shall be excepted and be reserved unto the vendor/ other co-Allottee(s) and/or other occupiers of the other part or parts of the building;
6. The right of flow in common with the Allottee(s) and other person or persons as aforesaid of gas if any, electricity, water and soil or waste from and any part (other than the said unit) to the other part or parts of the building through pipes, drains, wires, conduits lying or being in under through or over the said unit and as may be necessary for the beneficial use occupation and enjoyment of the other parts of the said building;
7. The right of protection of other part or parts of the said building by all parts of the said unit as far as the same normally protects;
8. The right with or without workmen and necessary materials to enter from time to time upon the said unit for the purposes of rebuilding, repairing, replacing or cleaning so far as may be necessary with such pipes, drains, wires, and conduits as aforesaid PROVIDED ALWAYS that save in case of emergency, the vendor/co-Allottee(s)s and other occupiers of other part or parts of the said building shall give to the Allottee(s) a prior forty eight hours' written notice of his/her or their intention of such entry;