

## **DEED OF CONVEYANCE**

- 1. Date:**
- 2. Place:**

### 3. Parties:

**3.1 OWNER/PROMOTER: 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, 3<sup>rd</sup> 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 ----- of the FIRST PART;**

**3.2 ALLOTTEE: [1] Mr.** \_\_\_\_\_ (PAN: \_\_\_\_\_) (Aadhaar No. \_\_\_\_\_), son/daughter/wife of Mr. \_\_\_\_\_, by Occupation: \_\_\_\_\_, by Faith: \_\_\_\_\_, Citizen of India, residing at \_\_\_\_\_, P. O.: \_\_\_\_\_, P. S.: \_\_\_\_\_, Kolkata – 7000\_\_\_\_ **and [2] Mr.** \_\_\_\_\_ (PAN: \_\_\_\_\_) (Aadhaar No. \_\_\_\_\_), son/daughter/wife of Mr. \_\_\_\_\_, by Occupation: \_\_\_\_\_, by Faith: \_\_\_\_\_, Citizen of India, residing at \_\_\_\_\_, P. O.: \_\_\_\_\_, P. S.: \_\_\_\_\_, Kolkata – 7000\_\_\_\_ of the **SECOND PART;**

3.3 The terms Owner/Promoter and Allottee shall include their respective successors-in-interest and all persons claiming under or through them;

3.4 The terms Owner/Promoter shall mean the Transferor;

### 4. Background:

4.1 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 already developed 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**”);

4.2 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**” consists 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 created 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;

4.3 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;

4.4 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, 1<sup>st</sup> Floor, 1050/2, Survey Park, Kolkata - 700075, on \_\_\_\_\_ under registration no. \_\_\_\_\_;

4.6 By a Sale Agreement morefully mentioned in **Part I** of the **Schedule B** the Owner/Promoter have sold one Residential Apartment at Block \_\_\_\_\_ of The Orchid Grandeur – Phase II of The Orchid Grandeur more fully described in the **Part II** of the **Schedule B**, written hereunder, hereinafter referred to as the “**Said Unit**” to the Allottee herein, and by executing and registering this deed of conveyance the Owner/Promoter is conveying/transferring the “**Said Unit**” in favour of the Allottee;

4.7 **Car Parking Space** – For better understanding, management and discipline amongst the apartment owners/occupiers of the said Residential Complex, the Promoter has earmarked and allotted the car parking space, to those allottees who have applied for the same. The details of the same if allotted are more fully described in the **Part II** of the **Schedule B**, and as per the plan annexed hereto, against apartment purchased by the Allottee to facilitate the parking of medium size road worthy passenger car therein;

## **5. Interpretations:**

5.1 Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Allottee, then the portion of the whole amount payable by the Allottee shall be in proportion to the area of the Allottee's respective Apartment, which will also include proportionate area of the total common area;

5.2 Any reference to statute shall include any statutory extension or modification or enactment of such statute and/or any rules regulations or orders made there under;

5.3 Masculine gender shall include feminine and neuter genders and vice versa;

5.4 The paragraphs heading do not form part of this deed and have been given only for the sake of convenience and shall not be taken into account for the construction of interpretation;

5.5 Any reference to a clause or a Schedule means a Clause or Schedule of this deed;

**6. Subject Matter of Sale/Transfer:** more fully described in **Part II** of the **Schedule B**;

**7. Now this Indenture witnesses:**

**7.1 Transfer:**

7.1.1 In consideration of payment for a total amount, more fully described in **Schedule C**, and in the Memo of Consideration annexed hereto, paid by the Allottee to the Owner/Promoter herein and in further consideration of Allottee fulfilling all obligations under these presents, the Owner/Promoter do and doth hereby sell, transfer, convey, assure and assign forever unto and in favour of the Allottee ALL THAT an Apartment with facility to park medium size road worthy passenger car/s in the allotted car parking space, if allotted, hereinafter referred to as the **Said Unit** and forming part and parcel thereof, more fully described in the **Part II** of the **Schedule B**, together with proportionate variable, undivided, indivisible share of Project Land and attributable to the said Apartment, and the Transferor doth hereby release, relinquish and disclaim all their respective right, title and interest into or upon the said Unit **TO HAVE AND TO HOLD** the said Unit, unto the Allottee herein absolutely and forever free from all encumbrances, trusts, liens, quasi easement and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit, belonging to and held by the Allottee for residential purpose only and upon/after execution of this deed, subject however, to the rights reserved by the Transferors, the Allottee shall have every right to sell, gift, lease and transfer the same;

7.1.2 Right to use the common area of the said Residential Complex more fully described in **Schedule D** (Share of Common area), are all comprised in and/or being part or portions of the said Project and/or the said Residential Complex, including the common facilities and amenities provided thereat;

7.1.3 The aforesaid sale and transfer is and subject to the rights of the Allottee and conditions and covenants more fully described in **Schedule D**, which shall be covenants running with the said Unit;

**7.2. Covenants of the Allottee:**

7.2.1 The Allottee subject to compliance of all the terms and conditions of this deed and further, observing and performing the covenants, and obligations described in **Schedule D**, appearing hereinafter, shall peacefully own, hold and enjoy the said Unit;

7.2.3 The Allottee has been and is aware, that certain minor changes, modification and/or alteration, for the purpose of expeditious construction, better planning and due to non-availability of certain materials, during the course of construction were made by the Promoter on the advice of the Project Architect, to the preliminary plans and specifications, reflected in the brochure, at the time of booking and the Allottee hereby undertakes not to raise any dispute and/or claim of whatsoever nature in this regard;

7.2.4 Upon execution of this conveyance deed, the Allottee, subject to the warranty mentioned in clause 7.3.3, hereafter, shall not raise any claim of whatsoever nature, against the Owner/Promoter;

### 7.3 **Covenants and Rights of Transferor:**

7.3.1 The Transferor confirm that the title to the Project Land is marketable and free from all encumbrances and the Transferor has good right, full power and absolute authority to sell, transfer and convey the said Unit, as mentioned in **Part II of the Schedule B;**

7.3.2 That at the costs and requests of Allottee, the Transferor shall do all such acts and execute all documents as may be required for more perfectly assuring the said Unit unto and/or in favour of the Allottee and shall also, for verification produce and/or provide all original title documents/papers, unless prevented by fire or irresistible force;

7.3.3 The Promoter shall rectify all reasonable construction related defects in the Apartment, if any, brought to the notice of the Promoter, at its own cost and effort, within five calendar year from the date of Occupancy Certificate for the respective Block, issued by the Rajarhat Bishnupur 2 No. Gram Panchayat;

It is clarified that the above said responsibility of the Transferor shall not cover defects, damage, or malfunction resulting from (a) misuse, (b) modifications or repairs done by the Allottee or his/her/their/its nominee/agent, (c) cases of force majeure, (d) failure to maintain the amenities/equipments, (e) accident and (f) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Residential Complex 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 Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Residential Complex 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 it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed;

- 7.3.4 The Promoter shall be entitled to allot, transfer, enjoy and/or utilize all open/covered car parking spaces, save and except those allotted to the Allottee, and/or any other constructed area which is not earmarked/reserved for the common use of owners/occupants of the said Residential Complex namely The Orchid Grandeur – Phase II, at such consideration or in such manner as thought deemed fit and proper;
- 7.3.5 The Promoter reserve its right for development in future adjoining / neighbouring areas and extend the common services and facilities provided herein, including ingress and egress from the main road through and from the said Residential Complex and/or to the said project;
- 7.3.6 The Owner/Promoter shall transfer the common areas of the project to the Association of the Allottees when the same being formed and registered. The Allottee shall sign all necessary documents, forms, applications for registration of Association, as and when asked by the Promoter, and for that the Allottee shall authorize/empower the Promoter by giving a Power of Attorney in favour of its representative. The Promoter showing compliance of various laws/regulations as applicable in said Act;
- i) 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.

- ii) 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.
- iii) 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.
- iv) 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.

- v) 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.
- vi) 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.
- vii) 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.
- viii) 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.

- ix) 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.
- x) 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.
- xi) 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;

**8. Possession:**

Simultaneously upon execution of this conveyance deed, the Promoter have handed over possession of the said Unit along with the car parking space, if allotted as per the plan annexed hereto, to the Allottee, which the Allottee hereby admits and acknowledges, to have received and the Allottee/s is/are fully satisfied and has further declare and confirm that he/she/they have no claims whatsoever, with regards to quality of construction, completion time or otherwise for the said Unit against the Transferor;

**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 Owners/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:

<b>Sl No.</b>	<b>Vendors Name</b>	<b>Dag No. and Khatian No.</b>	<b>Land Area (Acres)</b>	<b>Registration Details</b>	<b>Date of Registration</b>
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	Joyal 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)	0.3947	Book – I, Vol. No.12, Pages 9475 – 9500, Being No. 12879/2008	22.10.2008

		Kh. No. 60, 392, 1597			
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;

**SCHEDULE B**  
**PART I**  
**SALE AGREEMENT**

The Owner/Promoter has entered into a Sale Agreement on \_\_\_\_\_ with the Allottee herein for sale/allotment of a Residential Apartment more fully described in the **Part II** of the **Schedule B**;



**SCHEDULE D**

**PART I**

**COMMON PARTS/COMMON PORTIONS OF THE ORCHID GRANDEUR – PHASE II**

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/apartment to drain and sewers common to new building at the premises;
5. Generator;
6. Overhead water tank;

The right of the Purchaser shall remain restricted to the particular Apartment 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**

**(Right of Enjoyment of Recreation Facilities)**

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

1. Nothing herein shall affect the right of the Owner/Promoter to grant exclusive rights for enjoyment of any part of the premises and Residential Complex to any person and/or company/firm to retain the same, so long as the right of ingress and egress and enjoyment of the common utilities of the Allottees are not obstructed;
2. It is clarified that notwithstanding anything contained elsewhere herein, all pipes, cables and drains, exclusive to or in any of the Apartments, shall not be deemed to comprise in the Common Portion;

**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 purchaser, co-purchasers 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, lighting, 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 promoter 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 purchaser 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-purchasers, the rights easements, quasi-easements, privileges and appurtenances;
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 purchaser or any persons deriving title under the purchaser 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 promoter 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 purchaser 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 purchaser's intention so to enter to the promoter/co-purchaser/other occupier's entitled to the same;

**PART V**  
**RESTRICTIONS AND RESERVATIONS**

1. The under mentioned rights, easements, quasi-easements, and privileges appertaining to the said unit shall be excepted and be reserved unto the promoter/ other co-purchaser and/or other occupiers of the other part or parts of the building;
2. The right of flow in common with the purchaser 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;
3. 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;
4. 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 promoter/co-purchasers and other occupiers of other part or parts of the said building shall give to the purchaser a prior forty eight hours' written notice of his/her or their intention of such entry;

**PART VI**  
**CONDITIONS & COVENANTS**

1. The Promoter/Owner/Association of Apartment Owners shall appoint a Managing Agent, which shall manage and control the affairs of the said Project. The Allottee shall not object to the appointment of such Managing Agent by the Promoter/Owner/Association of Apartment Owners;

2. The Allottee shall have the right to use the Recreation Facilities more fully described herein above. Recreational Facilities including Club House, Swimming Pool, etc. shall be ready for use as and when completed by the Owner/Promoter;
3. The Allottee shall have the right to use the Club House Facility subject to payment of appropriate fees to the Owner/Promoter and/or any other body formed/named by the Owner/Promoter for this purpose;
4. The membership rights to use the club house facility shall always lie with the Allottee of the Said Unit, i.e., the club membership rights will get automatically transferred with the transfer of ownership of the Said Unit. In the event, the Said Unit is occupied by a party other than the owner of the Said Unit, such occupier shall be entitled to use the club house facility and other common facilities and not the Allottee of the Said Unit;
5. The Allottee shall have no objection for the Owner/Promoter:
  - a. to carry out construction activities on the uncompleted blocks and Apartment/units, Club House Facility, Recreational Facilities and common areas within the said Project;
  - b. the erection of temporary separation wall and fencing, construction access, concrete batching plant, temporary workers quarters, and working area., etc on the Complex Land, which may cause some inconvenience due to noise, dust, lighting and extended working hours;
  - c. The Allottee shall not claim any damages due to any on site operations for completion of the said Project and adjacent Projects, in whatsoever manner;
  - d. The Allottee shall not do any act, deed, matter or thing whereby the development and completion of the said Project or uncompleted blocks and apartments or the adjacent Projects is in any manner whatsoever, hindered, obstructed or impaired with;
6. The Allottee, being the owner of the Said Unit, shall at all times hereafter, be responsible for the action and/or in-action of such Allottee's occupier/s, guests, agents, whosoever. For the purpose of this clause, the Owner/Promoter/Association of Apartment Owners/Managing Agent shall have the right to take appropriate action against the Allottee in the event of any default of such occupier/s, guest, agent, etc.;
7. The Allottee shall observe and abide by the bye laws for the residential complex, rules and regulations, bye laws prescribed by the Government/Statutory Authority in regard to ownership and/ or enjoyment of the Said Unit;

8. The Allottee shall be entitled to the rights enumerated hereto and shall have the obligations enumerated herein below in regard to the Said Unit;
9. The Allottee is fully satisfied with the construction of the Said Unit, common area, utilities and recreational facilities and hereby agrees that the Owner/Promoter and its agents shall not be held responsible for any inaccuracies in their contracts or between the sales gallery/show unit (SGSU), and the actual Said Unit. All information, specifications, plans and visual representations pertaining to on-going and/or any future constructions within the said Project, are subject to changes from time to time as may be deemed necessary by the Owner/Promoter and/or competent authorities, and the Allottee shall not object to the same;
10. The Allottee shall not do or suffer to be done anything in or to the Said Unit which may adversely affect the Said Unit or the residential complex of which the Said Unit is a part;
11. If any development and/ or betterment charges or other levies are charged or sought to be recovered by electricity supply authority or other statutory authority in respect of the said Project Land the same shall be borne and paid by the Allottee in proportion to its undivided share in the said Project Land;
12. The Owner/Promoter covenants with the Allottee as follows:
  - a. That the Said Unit is free from attachments, encumbrances, court or acquisition proceedings or charges of any kind;
  - b. That title of the Owner/Promoter to the Said Unit hereby conveyed is clear, marketable and subsists;
  - c. That the Owner/Promoter is the absolute owner of the Said Unit hereby conveyed and has all the power/rights to convey the same and that none else has any right, title, interest or share therein and there is no impediment for execution of this Deed under law;
  - d. The Allottee shall be the sole and absolute owner of the Said Unit with attendant rights of ownership, possession, enjoyment and shall be entitled to deal with or dispose the Said Unit as he deems fit without any interference, obstruction or hindrance from the Owner/Promoter or anyone claiming under, through or in trust from the Owner/Promoter;
  - e. That the Owner/Promoter agrees to do and execute or cause to be executed all acts, deeds and things, as may be required by the Allottee, for morefully perfecting the title of the Allottee to the Said Unit;

- f. That the Owner/Promoter will pay all taxes, rates and cess in respect of the Said Unit up to the date of the issue of Occupancy Certificate of the respective Block relating to the Said Unit;
  - g. That the Allottee shall be entitled to the ownership of and to hold, enter upon and enjoy the Said Unit hereby conveyed and the income and profits received there from and that the Allottee shall at all times hereafter, pay the proportionate share of all outgoings and maintenance and other charges and also shall meet expenses such as insurance, municipal/ property taxes and cesses, electrical, water bills, etc., and all other charges/ expenses in respect of the residential complex and all other common areas including the Club House;
13. The Allottee covenants with the Owner/Promoter as follows:
- a. The Allottee shall become a member of the Association of Apartment Owners to be formed under the West Bengal Apartment Ownership Act, 1972 and Rules, 1974 for the purpose of attending to the various matters of common interest, including repairs, maintenance, white washing, painting, etc within the residential complex and to maintain the roads, compound walls and all other common areas. For this purpose, the Allottee will execute all such documents as may be required by the Association of Apartment Owners;
  - b. The Allottee shall abide by the bye-laws of the Association of Apartment Owners. If the Allottee fails to comply with the bye-laws, the Association of Apartment Owners shall be at liberty to take legal action against the Allottee and all legal charges incurred for the recovery will be borne by the Allottee;
  - c. The Allottee agrees to allow the Owner/Promoter/Association of Apartment Owners or its representatives access to the Said Unit in case the same is necessary for repairing of the common areas and facilities of project The Orchid Grandeur – Phase II and shall also allow the Owner/Promoter or authorized agents to have its Office/store within the residential complex for repairing all maintenance and operational functions including balance of the construction works as the case may be until the entire The Orchid Grandeur is fully constructed with all servicing facilities as and being handed over to Association of Apartment Owners as per the Provisions of the Act and Rules;
  - d. The Allottee shall use the Said Unit for residential purpose only and for no other purpose and shall pay for the electricity as per the bills served on the Said Unit by the Electricity Supply Authority or in the interim by the Owner/Promoter/Managing Agent/Association of Apartment Owners;

- e. The Allottee shall not do any work which would jeopardize the soundness or safety of the said Project, reduce the value thereof or impair any easement nor shall the Allottee add any material structure or excavate any additional basement or cellar or encroach upon any part of the common and open space including the common areas and facilities mentioned herein above;
- f. The Allottee shall not make any structural additions/alterations to the Said Unit nor make any additions or alterations to the building, nor shall change the outside colour scheme, elevation or façade of the Said Unit;
- g. The Allottee shall not seek partition or division or separate possession in respect of the Said Unit under any circumstances. It is agreed and confirmed by the Allottee that the Said Complex Land will be held by all the Apartment Owners as co-owners, each having an undivided share therein as per the terms and conditions of their respective Deed of Conveyance and all common areas such as passages, lobbies, staircase, lift, water pipe, sewer lines, etc. shall be used in common by the Apartment owners. None of the apartment owners shall make any obstruction or store or keep any article in common areas;
- h. The Allottee shall not alter or subscribe to the alteration of the name of the entire residential complex or any part thereof known as **‘The Orchid Grandeur – Phase II’**;
- i. The Allottee shall at its own cost, obtain mutation of his/her/their names as the owner of the Said Unit, and until the Said Unit is not separately assessed, the Allottee shall pay the proportionate share of the assessed tax and other taxes and impositions payable in respect of the Said Unit from the date of issue of the Letter of Handing Over, as may be determined and fixed;
- j. The Allottee acknowledges and assents that the Owner/Promoter shall be entitled to put up its neon sign, hoardings and other display materials on any part or portion of the roof of the said building and all types of communication devices including dish antennas;
- k. The Allottee shall not enclose the terrace/balconies/utility areas under any circumstances;
- l. The Allottee shall have no right, title or interest whatsoever in respect of the land underneath the Club;

- m. In the event that any provision of this Deed is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same is received by either of the parties of any relevant competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties, it may be severed from this Deed and the remaining provisions of this Deed shall remain in full force;
- n. The Deed of Conveyance will be drafted by Advocates, means DMD Legal Consultants, Advocates & Legal Consultants, of No. 12, Park Street, "Queens Mansion", Gate No. 1, Office No.503, Kolkata- 700071;
- o. This Deed shall override the provisions of Agreement for Sale and any other prior agreement between the parties;
- p. Any dispute arising in respect of this Deed shall only be referred to arbitration of one Arbitrator under the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The decision of the Arbitrator so appointed shall be binding on the parties. The arbitration proceedings shall be carried out in the English language. The arbitration proceedings shall be held at Kolkata and the Courts in Kolkata shall alone have jurisdiction in this regard;

**PART VII**  
**OBLIGATIONS OF THE ALLOTTEE**

The Allottee hereby agrees, confirms and undertakes the following obligations towards the Owner/Promoter and other apartment owners:

1. The Allottee shall, from the date of the issue of Occupancy Certificate of the respective Block relating to the said Unit, whether possession of the same is taken or not by the Allottee, pay the proportionate share of all outgoings and maintenance and other charges and also shall meet expenses such as insurance, municipal/ property taxes and cesses, electrical, water bills, etc., and all other charges/ expenses towards the common areas of the residential complex including Club House;
2. Once the advance maintenance charges collected gets exhausted, Association of Apartment Owners shall intimate the Allottee and/or the occupier about the additional sum of money to be paid by the Allottee and/or the occupier towards maintenance and the same shall be paid by the Allottee within the time period intimated by the Association of Apartment Owners;

3. The maintenance charges shall be used towards recurring common maintenance charges including service or any other taxes payable by the Association of Apartment Owners in this regard. The Allottee hereby agree that the Association of Apartment Owners may maintain itself or hand over the maintenance of The Orchid Grandeur – Phase II to any maintenance agency at its sole discretion and the Allottee is required to pay the per month maintenance charges including any increment thereon at the direction of the Association of Apartment Owners;
4. Any delayed payment of 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. The Association of Apartment Owners has the right to recover the arrears, without prejudice, as a claim due to it, after a notice is served to the Allottee/occupier. For the purpose of this Deed, the term ‘occupier’ shall mean any person occupying the said Unit other than the owner of the said Unit;
5. The Allottee shall be responsible to obtain mutation in its name upon the execution of this Deed of Conveyance. All expenses towards mutation, transfer, installation of sub-meters or any other arrangement as may be required for electricity, all taxes, rates and outgoings payable in respect of the said Unit thereon shall be borne by the Allottee. Upon the execution of this Deed of Conveyance the Owner/Promoter herein shall not be liable in whatsoever manner to bear any expenses as mentioned above;
6. The Allottee shall not at any time, carry on or suffer to be carried on in the said Unit, any noisy, offensive, immoral, illegal or dangerous trade, pursuit or commercial activity/business of whatsoever nature, which may be or become in any way a nuisance, annoyance or danger to the Owner/Promoter or the other apartment owners or occupiers of the other apartments or the neighbours or anything which may tend to depreciate the value of the said Unit or the residential complex;
7. The Allottee shall use the said Unit only for residential purposes, and not for any commercial activity;
8. The right of entry and passage for Managing Agent or workmen appointed by the Association of Apartment Owners to other parts of the block (where the said Unit is situated) at all reasonable times after notice for the same has been served for the purpose of repairs or maintenance of the said Unit or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires without causing disturbance as far as possible to the other apartment owners and making good any damage caused;



9. The Association of Apartment Owners shall hold the Sinking Funds as the corpus for maintenance of the said Project;
10. It is hereby made clear that there will be only one Association of Apartment Owners to be formed by the Owner/Promoter for the project The Orchid Grandeur – Phase II and in no event the Owner/Promoter will be liable to admit or accept and/or acknowledge any other association nor any of the Allottees shall be entitled to become a member of any other association or subscribe to the membership of any other association;
11. The Allottee will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the residential complex in common with the other apartment owners and permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other apartment owners, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases, etc., and to use the same as aforesaid and/ or in accordance with the rules, regulations, bye laws and terms and conditions of the Association of Apartment Owners. If it is required by the Owner/Promoter, the Allottee shall allow the Owner/Promoter to enter the said Unit after giving reasonable notice for the purpose of carrying out repair and/or maintenance work;
12. The Allottee shall duly and punctually pay the proportionate share of municipal/ property taxes, rates and cess, insurance charges, cost of maintenance and management of the residential complex including any increment thereon, charges for maintenance of services, like water, sanitation, electricity, etc., salaries of the employees of the Association of Apartment Owners and other expenses in regard to the residential complex as may be determined by the Association of Apartment Owners from time to time. The liability for such share shall commence from the scheduled payment date, as stated in the Letter of Handing Over of the said Unit, irrespective of whether the Allottee takes possession thereof or not;
13. The Allottee shall allow the Owner/Promoter or its Managing Agent or workmen to enter into the common areas of the said project land including other parts of the Block until all Apartments of the said project land have been sold by the Owner/Promoter and possession of the common areas has been handed over to the Association of Apartment Owners;
14. The Allottee shall keep the common areas, open spaces, parking areas, passages, lifts, staircases, lobbies, etc., free from obstructions and in a clean and orderly manner and not encroach on any common areas and not throw rubbish / refuse out of the said Unit;

15. The Allottee shall keep the said Apartment walls, drains, pipes and other fittings in good and habitable condition and in particular, so as to support and protect the block and shall carry out any internal works or repairs as may be required by Association of Apartment Owners;
16. The Allottee shall not make any additions or alterations or cause damage to any portion of the block or the said Unit and shall not change the outside colour scheme, outside elevation/ façade/ décor of the block, otherwise than in a manner agreed to by majority of the Association of Apartment Owners. The Allottee shall be entitled to only one car park label for every car park space;
17. The Allottee shall not park any vehicles in any part of the said project land, except in the designated parking area. Washing of cars shall be done only by residents and authorized car washers, in the designated area provided within the said Project. The Allottee shall be liable to obey all rules and regulations pertaining to car park, as stated in the Bye-Laws of the Association of Apartment Owners;
18. The Allottee shall sign such papers, No Objection Certificates, declaration, etc., as may be required by the Association of Apartment Owners at the time of taking over possession of the Said Unit or later, as and when required;
19. The Allottee shall not do any act that may be against any law, rule, regulation, bye law of the Panchayat/Municipality or other statutory authorities to be formed or any obligation agreed under any contract and the Allottee shall be solely responsible for all consequences of any offence or breach thereof and the Allottee shall indemnify other apartment owners and Owner/Promoter who may suffer due to any such acts of omission or commission of the Allottee;
20. The Allottee agrees that the Owner/Promoter shall be entitled to retain any balance undivided share in the said Land and may utilize the same for the purpose of construction/sale of any additional area, and that the Allottee shall not object to such construction which shall be carried out by the Owner/Promoter as permitted by law;
21. The Allottee agrees that the Owner/Promoter will be entitled to carve out certain portions of the common areas in the residential complex and allot them as private rights/space to specific apartments for the exclusive use of Allottees/occupiers of such apartments. The Allottee shall at no time, even after the completion of the residential complex and formation of Association of Apartment Owners, claim any rights thereto or deprive the Allottees of such apartments of the private rights/ space;

22. The Allottee covenants and agrees that the Owner/Promoter will be entitled to sell/ transfer the development right of the project Land to any other person or as may be permitted under any provisions of law. The Owner/Promoter in either of the aforesaid cases will not be required to pay any amounts to the Allottee or any one claiming through the Allottee;
23. The entrance to the project Land and the roads/ drive ways may be provided by the Owner/Promoter as a permanent right of way or otherwise to any of the neighbouring properties agreed to be purchased, developed or owned by the Owner/Promoter;
24. The Allottee shall not fix any antenna on the roof or terrace of the said building nor shall fix any window antenna. To maintain general safety within the residential complex, no Allottee and/or occupier/resident shall access the common areas on the roof/terrace without prior permission of the Association of Apartment Owners;
25. The Allottee shall have no rights over the common garden area attached to the ground floor apartments (except as provided herein) or to the common terrace area or any part thereof, and the Owner/Promoter shall be entitled to sell such terrace area to any other Allottees or utilize the same for additional construction, if any additional FAR is available, as may be permitted by law;

**IN WITNESS WHEREOF** the parties have executed these presents on the day, month and year first above written.

**SIGNED SEALED AND DELIVERED**

by the **OWNER / PROMOTER** at Kolkata  
in the presence of Witness:

**SIGNED SEALED AND DELIVERED**

by the **PURCHASER/S** at Kolkata  
in the presence of Witness:

**WITNESS:**

1. -----

2. -----

DRAFTED & PREPARED BY:  
FOR **DMD LEGAL CONSULTANTS**

ADVOCATE,  
HIGH COURT AT CALCUTTA  
ENROLMENT NO.

**MEMO OF CONSIDERATION**

Received from the Allottee/s a sum of **Rs.** \_\_\_\_\_ (**Rupees** \_\_\_\_\_ **Only**) towards full and final payment of the Consideration for the Said Unit And Appurtenances described in **Part II** of the **Schedule B** above in the following manner:

<b>Date</b>	<b>Bank Details</b>	<b>Cheque No.</b>	<b>Amount</b>
<b>Total</b>			

(Rupees \_\_\_\_\_ Only)

\_\_\_\_\_  
(M/s. ORCHID DEVELOPERS PRIVATE LIMITED)  
represented by its constituted attorney

\_\_\_\_\_  
Authorized Signatory  
[Promoter]

**Witness:**

1. \_\_\_\_\_

2. \_\_\_\_\_

=====  
DATED THIS      DAY   OF      20\_\_  
=====

BETWEEN

**M/s. ORCHID DEVELOPERS PVT. LTD.**

... PROMOTER

AND

.....

... ALLOTTEE

**DEED OF SALE**

<b>Project Name</b>	<b>Block No.</b>	<b>Floor</b>	<b>Unit No.</b>	<b>Area</b>	<b>Car Park</b>
THE ORCHID GRANDEUR – PHASE II					

Prepared by



**DMD LEGAL CONSULTANTS**

**ADVOCATES & LEGAL CONSULTANTS**

**QUEENS MANSION**

**12, PARK STREET**

**GATE No. 1, OFFICE No. 503 (5<sup>TH</sup> FLR.)**

**KOLKATA – 700071**

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