



Terms & Conditions of Purchase of Apartment in Rosedale Garden

1. Rosedale Garden offers Apartments of approx. size given below in the Table in G + 25 Stories of 7 Towers.

Flat Type	Total No. of Units	Built Up Area (Sqm.)	Terrace area (Sqm.)	Total Built Up Area (BUA) (Sqm.)	Super Built Up Area SBA (25%) (Sqm.)	Super Built Up area SBA (Sq.Ft.)
HIGHRISE						
Duplex units with covered terrace	16	250.00	16,93	266.93	333.66	3592
2 Bed room (Standard 1)	64	127.66	-	127.66	159.58	1718
2 Bed room (Standard 1) with terrace	16	127.66	16.93	144.59	180.73	1945
3 Bed room (Standard-2)	192	167.79	----	165.79	207.24	2231
3 Bed Room with covered Terrace (Standard -2)	96	165.79	16.93	182.72	228.40	2459
Total No. of Standard 2 Apartments	288					
4 Bed room Duplex	160	216.54	.....	216.54	270.68	2914
Star Apartments	128	287.31	.....	287.31	359.14	3866
Star Apartment with open to sky terrace, pool (2 No. in each Tower)	16	287.31	146.34	287.31	359.14 + Terrace (146.34)	3966 + 1575
LOWRISE						
Senior Resident Apartment	60	65	.....	65	81.25	875

2. **Who can Apply**

- 2.1 Any individual (s) of Indian origin; Non-Resident Indians (NRI) with or without Indian Citizenship and Resident Indian Citizens.
- 2.2 OCB (ies), I.E. A Body corporate incorporated outside India and recognized as a legal entity under the law of the Country of incorporation.
- 2.3 The Purchaser has to supply proof of financial capability.
- 2.4 The completed Application Form along with a cheque/wire transfer in favour of Rosedale Developers Pvt. Ltd. is to be submitted at the office of Rosedale Developers Private Limited (address as given herein below). All sales and marketing issues related to NRIs will be dealt by Rosedale Garden Complex Inc, USA.

**Rosedale Garden Complex Inc.
Empire State Building, Suit 6117
350 Fifth Avenue, NY 10118**



New York USA
Rosedale Developers Pvt. Ltd. (City Office, India)
3rd. Floor, East Block
Shrachi Tower, 686 Anandpur
Kolkata 700 107.

For wire transfer in India:

SWIFT CODE: HSBCINBB **ACCOUNT NO: 023-206147-001**
BANK ADDRESS; HSBC LTD, 2/1A EKDALIA ROAD, KOLKATA-700 019
BENEFICIARY A/C: ROSEDALE DEVELOPERS PVT. LTD.

3. **Reservation**

5% of total Apartments are reserved.

4. Allotment Process:

Allotment of Apartments will be made on first-come-first serve basis.

5. **Rejection of an Application and Refund:**

5.1 Incomplete application (s) will be returned to the Applicant for completion. No allotment will be made until the application process is completed and the required payment is received.

5.2 Application (s) having fraudulent or misleading information will lead to immediate rejection and cancellation of the allotment, if any made. In such event, the deposited amount will be refunded after deducting a service fee of 5% 5.3. The Applicant and Co-Applicant of a rejected application will be barred from re-application.

6. **Withdraw of Application/Cancellation of Booking:**

6.1 **Before Allotment:** An Applicant may withdraw the Application at any time before the issue of provisional allotment letter, in which case the Applicant shall get full refund of the Application money without any interest accrued.

6.2 **After Allotment:** An Applicant may cancel his/her/its Booking at any time after issue of provisional allotment letter but before the possession of Apartment. Total deposit or installments paid by the Applicant shall be refunded without any interest accrued after deduction of 5% (five percent) of the price as cancellation fee. All refunds will be made in Indian Rupees.

7. **Price:**

7.1 **Under Full Payment Plan:** Price indicated in the Payment Schedule under Full Payment Plan (marked A) is fixed and non-escapable. This Plan requires 100% (one hundred percent) payment of the Price within 60 (sixty) days of allotment. No discount will be allowed for payments made after 60 (sixty) days of the allotment of the apartment.



7.2 **Under Installment Payment Plan:** Price indicated in the Payment Schedule under Installment Payment Plan (marked B) is fixed and non-escapable. This Plan requires payment of allotment money and successive installments as indicated in the Payment Schedule.

9. **Car Parking Space:**

9.1 Car Parking Space facility is provided in the complex at the Ground Floor Level with a choice of covered and Open Parking at the following prices:-

Type of Car Parking Space	Price (Rs.)	Full Payment Plan (on Allotment)	Installment Payment Plan	
			On Allotment	On Possession
Covered	2 Lacs	100%	V	
Open	1 Lac	100%	V	

9.2 Choice of a garage space is open to all Applicants.

9.3 Garage Space will be provided as first-come-first-serve basic as long as available. Earmarking of specific Car Parking Spaces will be done in due course, at the sole discretion of Rosedale Developers Private Limited.

10. **Delay in Payment of Installments:**

10.1 Payment of installments and all other dues shall have to be made within 14 (fourteen) days from the Due Dates. In case delay in payment, the Applicant shall pay interest on the amount due @ 24% (twenty four percent) per Annum for upto two months from the Due Date.

10.2 Payment of allotment money is required to be made within 60 (sixty) days of the date of allotment. No extension of time will be allowed. Failure to make payments in due time, will cause automatic cancellation of the allotment and the apartment may be allotted to other applicants.

10.3 In the event of cancellation, Rosedale Developers will refund the paid amount without any accrued interest and after deducting 5% as Service Charges. The defaulting applicant shall be deemed to have relinquished all the rights for any claim in any form to Rosedale Developers Private Limited.

11. **Possession and Compensation for Delay:**

11.1 Rosedale Developers Private Limited shall endeavor to give possession of the Apartments to the Applicants in about 33 (thirty three) months from the date of allotment of Apartments. If Rosedale Developers Private Limited fails to deliver possession of the apartments to the Applicants within the stipulated time (subject to force majeure as stated herein below), then it shall pay compensation to the Applicant prevailing Bank interest rate, from the scheduled delivery till the actual handing over of the Apartments.



- 11.2 Force Majeure shall, inter alia, include non-availability or irregular availability of essential inputs, strike by contractor/construction agencies employed/to be employed, litigation, acts of God and other reasons beyond the control of Rosedale Developers Private Limited.
- 11.3 An Applicant shall be deemed to have taken possession of his/her/its Apartment on the 15th. (Fifteenth) days of service of notice to Applicant to take possession (interim or final) and such 15th. (Fifteenth) days shall be deemed to be the “date of possession” irrespective of the date when the Applicant takes physical possession. The Applicant shall be required to take possession of his/her/its Apartment on or before the ‘date of possession’, after fulfilling all the terms and conditions.
12. **Transfer of Apartments:**
- 12.1 An Applicant, opting for Full Payment Plan shall not be normally eligible to alienate and/or transfer his/her/its interest in the allotted Apartment and Car Park in full or in part, within the intervening period from issuance of allotment letter till Rosedale Developers Private Limited has conveyed the Apartment and Car Park in favor of the Applicant/Buyer (except in deserving cases solely at the discretion of Rosedale Developers Private Limited) subject to payment of the Transfer Fee mentioned herein below.
- 12.2 An Applicant/Buyer opting for payment under Installment Payment Plan shall not be normally eligible to alienate and/or transfer his/her/its interest in the allotted Apartment and Garage Space in full or in part within the intervening period from issuance of allotment letter till Rosedale Developers Private Limited has conveyed the Apartment and Garage Space in favor of the Applicant (except in deserving cases solely at the discretion of Rosedale Developers Private Limited) subject to the payment of Transfer fee mentioned herein below and subject also to the Applicant opting to pay the entire balance amount due and payable as per Full Payment Plan.
13. **Transfer Fee:**
- A 3% (three percent) transfer fee on the total price shall be paid to Rosedale Developers Private Limited for change of ownership before the transfer of title of Apartment.
14. **Registration and Conveyance:**
- 14.1 Transfer/Conveyance Deed of Apartments shall be executed and registered in favour of the Applicant after the Apartment has been constructed and the entire consideration and all other dues and deposits etc. have been received. The Applicant will be required to pay legal fees of 1% (one percent) of the Price, Stamp Duty, Registration Charges and other related charges as may be levied by the Government from time to time and as applicable at the time of Registration is done notwithstanding any prior deposit/payment made by the Applicant.
- 14.2 The Transfer/Conveyance Deed will be drafted by the Solicitor/Advocates of Rosedale Developers Private Limited and the same shall be in such form and shall contain such particulars as may be approved by Rosedale Developers Private Limited.
- 14.3 If the Applicant does not get the Transfer/Conveyance Deed executed and registered within the notified date due to his/her/its own fault or negligence, the allotment of such Applicant may be cancelled at the discretion of Rosedale Developers Private Limited and the total amount paid by such Applicant will be refunded without any accrued interest and after deduction of 5% (five percent) of the amount as cancellation fee.



15. **Additional Charges:**

The Applicant shall pay additional charges on account of formation of Association, electricity connection, legal charges, generator charges and any additional facility, at actual, on demand by Rosedale Developers Private Limited. Service Tax and VAT as applicable will be charged.

16. **Common Areas and Facilities:**

16.1 **Handing Over:** An Association under the West Bengal Apartment Ownership Act, 1972, will be created to take over the common areas and facilities of the respective Towers and the maintenance and management thereof and all Applicants shall have to become members of such Association. Further, a Body comprising all such Associations will be created for carrying out complex level maintenance, full details of which shall be formulated by Rosedale Developers Private Limited in due course.

16.2 **Interim Maintenance:** Rosedale Developers Private Limited shall itself or through its nominee supervise the maintenance of the Towers for a short period after handing over possession of Apartments (as it may not be practical to immediately transfer the maintenance responsibility). More importantly, the Applicants shall be new neighbours to each other and will take some time to know one another. Rosedale Developers Private Limited will help in creation of the Maintenance Body and the Management Committee within 18 – 24 months of handing over possession. Rosedale Developers Private Limited will have the right to have one representative as a Member of this Committee for a period not exceeding 5 (five) years from the “date of possession”. This is to facilitate co-ordination as construction work on some parts of the Complex may be continuing. Detailed Rules and Regulations regarding the creation and operation of the Association will be formulated and circulated to the Applicants in due course.

16.3 **Maintenance Security Deposit:** An interest free maintenance security deposit of Rs.---/- per Sq. Ft. of the Super Built Up Area of the Apartments shall be paid by the Applicants to Rosedale Developers Private Limited, at the time of possession. This deposit will be transferred to the Association and/or Management Committee after handing over of complete possession. The Security Deposit is to secure due payment and guard against default in payment of regular maintenance by the Applicants.

16.4 **Monthly Maintenance Charge:** Each Applicant shall, pay regular monthly maintenance charges, from the ‘date of possession’ (interim or final), which amount shall be determined and formulated depending on the actual expenses.

17. **General:**

17.1 It is understood that the Applicant has applied for allotment of a residential apartment with full knowledge of the laws/notifications and rules applicable to this area in general, and group housing project in particular and the Applicant has fully satisfied himself/herself/itself about the interest and the title of Rosedale Developers Private Limited in the land on which the complex will be constructed.

17.2 Rosedale Developers Private Limited will not entertain any requests for modification in the internal lay-outs of the apartments and external facades of the Towers. The lay-out Plans and Building Plans approximate Super Built Up Area of Apartments, specifications of the building (s)/Complex and the Apartments are tentative and are subject to variation. Rosedale Developers Private Limited may effect such variations, additions, alterations, deletions and/or modifications therein as it may, at its sole discretion, deem appropriate and fit or as may be directed by any competent authority. However, the area of Apartments may increase or decrease upto a maximum of 2% (two percent) of the proposed Super Built Up Area.

Rosedale Developers Pvt. Ltd.

3rd floor, East Block, Sharchi Tower, 686, Anandapur, Kolkata 700 107,
ph: 91 33 3299 7534/ 2927, www.rosedalenri.com



- 17.3 The Applicant may be required to execute, if necessary, a formal Agreement for Sale within 15 (fifteen) days of being required in writing to do so by Rosedale Developers Private Limited. Under the existing laws the Stamp Duty at the applicable rate is mandatory on such Agreement for Sale. Such Stamp Duty shall be payable wholly and exclusively by the Applicant.
- 17.4 Water Supply will be made available from Deep tube Wells till such time the water supply scheme is developed by the local authority.
- 17.5 Arrangements for disposal of sanitary, sewerage and storm water will be made to the nearest off site facility as per permission granted by the local authority.
- 17.6 Internal Wiring for Electrification will be provided for each apartment. However the Applicant will be required to apply the West Bengal State Electricity Board (WBSEB)/New Town Electric Supply Company Limited (NTESCL) individually for obtaining supply of power and the Meter for their respective Units. The Applicant shall be required to pay the applicable Security Deposit and/or other charges for the same to WBSEB/NTESCL.
- 17.7 The expression "Allotment" wherever used shall always mean "provisional allotment" and will remain so till such time as a formal Deed of Transfer is executed and registered by Rosedale Developers in favor of the applicant/Buyer for their respective Units.
- 17.8 The Applicant/Buyer will have the opportunity to inspect the allotted apartment before taking the possession. Complaints, if any, regarding specifications, fittings and fixtures etc. provided in the apartments will be required to be brought to the notice of Rosedale Developers Private Limited within 15 (fifteen) days of taking over possession of the Apartment. Rosedale Developers Private Limited will not be responsible for any damage caused due to delay in taking over possession by the Applicant.
- 17.9 After the 'date of possession' of the Apartment (as indicated in Clause 11 hereinabove), the Applicant shall be liable to pay Rosedale Developers Private Limited on demand all rates, taxes, levies, deposits including Security Deposits or assessments pertaining to the Apartment, wholly and common areas, proportionately.
- 17.10 Application in the prescribed Form as contained in the Brochure is subject to the Terms and Conditions stated herein and also in other parts of the Brochure including all the documents/inserts which are contained in and form part of the Brochure.
- 17.11 Applicants must quote the Application Number as printed in the acknowledged Pay-in-Slip and/or on allotment, their Apartment Number as indicated in the Allotment Letter, in all future correspondence.
- 17.12 All correspondence will be made with Applicants at the address for correspondence on Rosedale Developers Private Limited's record initially indicated in their Application Form, unless changed. Any change of address will have to be notified in writing to Rosedale Developers Private Limited at its Registered Office and acknowledgement obtained for such change. In case there are joint Applicants, all communication shall be sent by Rosedale Developers Private Limited to the primary Applicant/Buyer.
- 17.13 Dispute (s), if any, arising out of the proposed contract (of allotment) shall be referred to the sole Arbitration of such person as be nominated by the Chairman of Rosedale Developers Private Limited, being a Reference within the meaning of the Arbitration Conciliation Act, 1996. In connection with such Arbitration only The High Court at Calcutta shall have jurisdiction.

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17.14.1 Rosedale Developers Private Limited may however at its sole discretion, change any of the conditions. It also reserves the right to reject any application without assigning any reason whatsoever.

18. Disclaimer:

Rosedale Developers Private Limited and/or its affiliates, Officers, Directors, employees, agents, members and servants shall not be liable for any direct, indirect, punitive, incidental or consequential loss, claim, demand or damage suffered by any person due to loss of documents, delay in postal services and any other eventualities beyond the control of Rosedale Developers Private Limited and the Applicant agrees to keep Rosedale Developers Private Limited and/or its affiliates, officers, Directors, employees, agents, members and servants saved, harmless and indemnified with regard thereto.