

AGREEMENT FOR SALE

ANNEXURE 'A'

[See rule 9]

THIS AGREEMENT FOR SALE ("AGREEMENT") executed on this the
 day of 20

BY AND BETWEEN

WEST BENGAL HOUSING BOARD, (PAN: AAAJW0019K) a Statutory Body Corporate constituted under the West Bengal Housing Board Act, 1972 (Act XXXII of 1972), having its office at 105, Surendra Nath Banerjee Road, District: Kolkata, Police Station: Taltola, Post Office: Taltola, Kolkata-700014, West Bengal, India, (represented by its **Constituted Attorney, BENGAL GREENFIELD HOUSING DEVELOPMENT COMPANY LIMITED, (PAN: AABC9549D)** vide a registered Power of Attorney, being no. 160302226 for the year 2021 (1-02226/2021) dated 17.03.2021 registered in Book No. I Vol. No.1603-2021, pages 61912 to 61928, in the office of District Sub- Registrar (D.S.R III), South 24 Parganas, West Bengal, a Joint Sector Company, incorporated under the Companies Act, 1956 (as amended from time to time) and having its Registered Office at "**7th Floor Hitech Chambers**", 84/1B, Topsia Road (South), District: 24 Parganas (South), Police Station: Topsia, Post Office: Gobinda Khatik Road, Kolkata-700046, West Bengal, India, (**BGHDCL**) through its **Authorized Signatory, Mr. _____, (PAN:), (Aadhaar No. _____), (Mobile No. _____), son of Mr. _____, authorized vide Board Resolution dated _____, (hereinafter referred to as the "OWNER" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the ONE PART**

AND

BENGAL GREENFIELD HOUSING DEVELOPMENT COMPANY LIMITED, (PAN- AABC9549D), a Joint Sector Company incorporated under the Companies Act,



1956 (as amended from time to time) and having its Registered Office at "7th Floor Hitech Chambers", 84/1B, Topsia Road (South), District: 24 Parganas (South), Police Station: Topsia, Post Office: Gobinda Khatik Road, Kolkata-700046, West Bengal, India, (BGHDCL) through its **Authorized Signatory**, Mr. _____,

(PAN:

_____), (Aadhaar No. _____), (Mobile No. _____), son of Mr. _____, authorized interest, and permitted assignees): of the **SECOND PART**:

AND

(1) _____ (PAN: _____), (Aadhaar No.: _____), (Mobile No.: _____) son/daughter/wife of _____, by Nationality: _____ Citizen, by occupation: _____, residing at, District: _____, Police Station: _____, Post Office: _____, PIN- _____ State _____, Country _____ **AND (2)** _____ (PAN: _____), (Aadhaar No.: _____), (Mobile No.: _____) son/daughter/wife of _____, by nationality: Indian Citizen, by occupation: _____, residing at _____, District: _____, Police Station: _____, Post Office: _____, PIN- _____, West Bengal, India hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**:

The Owner, the Developer and the Allottee shall hereinafter collectively be referred to as the "**PARTIES**" and individually as a "**PARTY**".

WHEREAS:

A. The Owner and Developer has represented to the Allottee that

- (i) WEST BENGAL HOUSING BOARD, (PAN-AAA JW0019K) a Body Corporate constituted under the West Bengal Housing Board Act, 1972 (W.B. Act XXXII of 1972 together with up- to-date amendments of the ACT), having its registered office at 105, S. N. Banerjee Road, Kolkata - 700 014 (represented by the constituted attorney, Bengal Greenfield Housing Development Company Limited through its authorized signatory _____, son of _____, having PAN No. _____, ADHAAR No. _____) herein after referred to as The "**OWNER**" is the absolute and lawful owners of ALL THAT undivided and un demarcated piece and parcel of land containing an area of 209.5 Decimal be the same a little more or less situated and lying at Mouza- Manikpur, J.L.No.77, Sonarpur, South 24 Parganas comprising R.S & L.R Dag Nos.644, 673 & 674, corresponding LR Khatian No 1442, Holding No.387 N.S.Road, Ward No.23, under Rajpur Sonarpur Municipallity, P.S. & A.D.S.R. office at Sonarpur, District South 24 Parganas, Kolkata-700148 ("Project Land") by various Registered sale registered at the office of D.S.R. IV South 24 Parganas.
- (ii) **AND WHEREAS** the Owner have entered into a Development Agreement with the Developer dated 03.12.2015 and amended Development Agreement dated 15.03.2021 registered at D.S.R.-III SOUTH 24 PARGANAS Registered in Book - I, Volume number 1603-2021, Page from 61912 to 61928 being No. 160302226 for the year 2021. Further the Housing Department of West Bengal vide its letter dated **12.08.2024 & 05.09.2024 bearing no. 334/HC/HB** confirmed that the West Bengal Housing Board in its 571st meeting held on 19.12.2023 has allowed that the above mentioned Amendment Agreement will be amended further to include **2.095 Acres of land [equivalent to 209.5 Decimal (more or less) land for the construction of LIG units as per extant**




Government Notification in the matter and & has also issued a Comfort Letter dated 05.09.2024 bearing no.725/FA/HB

- (iii) The Said Land is earmarked for the purpose of LIG residential project, comprising three buildings having 300 residential apartments/ units, comprising G+IV multi storied apartment building and the said project shall be Known as ' **Greenfield City Phase - 2** ' ("Project");
- B. The Owner and the Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the said land on which Project is to be constructed have been completed;
- C. The Rajpur-Sonarpur Municipality has granted the building permission to develop the project vide building permit number : **SWS-OBPAS/2207/2023/2407/ALT/2** dated **6th November 2024**.
- D. The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the flat/apartment/unit/block from Rajpur-Sonarpur Municipality. The Developer 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;
- E. The Developer has registered the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate (Regulation and Development) Regulatory Authority ("**Authority**") at Kolkata on under Registration no.
- F. The Allottee through a draw of lots had applied for an apartment in the above stated Project vide application no.....,dated and has been allotted the Flat/Apartment no..... having Carpet area including balcony area of..... square feet , corresponding to built up area of square feet Flat/ Apartment Type..... , on the Floor in said project "**Greenfield City Phase - 2**" along with Covered /Open Car/Dependent/Independent Parking Space no.admeasuring square feet or square meter in the open space (user rights) and TOGETHER WITH the Purchaser's proportionate undivided share or interest in the Land underneath the said Block attributable to the said flat in the said project, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Said Apartment" more particularly described in Schedule and the floor plan of the Apartment is annexed hereto and marked as Schedule);
- G. The Developer shall provide Covered/Open/ Independent/ Dependent Parking Space admeasuring Sq.ft (user rights) more or less to the Allottee (if opted during the Application or allotted along with the flat /apartment in the Provision Allotment /Booking Letter issued by the Developer, which shall, by and large, be free and unhindered permitting the Allottee to park a standard sized vehicle, subject to the occasional interference caused by an existing pillar or a drainage pipe which may cause minor impediments to which the Allottee agrees not to object.
- H. The parties have gone through all the terms and conditions set out in this Agreement and the Agreement for Sale , Alooement/ Booking Letter, Application and General Terms and Conditions and understood the mutual rights and obligations detailed herein and on or before execution of this Agreement , the Allottee has examined or has caused to be examined the following and the Allottee has fully satisfied himself/herself as to:
- (i). The floor plan, area and other dimensions and specifications of the Apartment;
- (ii).The layout plan and sanctioned plan of the Project and the Building/Block; and
- (iii). The terms and conditions , covenants , stipulations , restrictions , reservations and obligations , subject to which this Agreement is being executed ; and the Allottee has further agreed , represented and undertaken not to raise any objection or demand and / or claim for compensation and /or damage in respect thereof in any manner or on any ground whatsoever or howsoever;




- I. The Allottee agrees that in case of any exigency, statutory or otherwise, the Owner/Developer may be required to vary the common facilities as initially contemplated which may result in the increase or decrease in the Common area and in such event the Allottee shall have no objection.
- 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, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the open /covered parking/independent/dependent (if applicable) as specified in paragraph

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

I. TERMS:

SUBJECT TO terms and conditions as detailed in this Agreement, the Owner agrees to sell to the Allottee, the Developer hereby confirms such sale and the Allottee hereby agrees to purchase, the Apartment as specified in paragraph

The price of the Apartment/Unit based on the total carpet area is Rs. _____ (Rupees _____) only which includes construction cost of the Apartment, cost of exclusive balcony or verandah area, parking space (if any with user rights) cost of exclusive open terrace areas (if any), recovery of the price of land proportionate cost of common area, taxes, maintenance charges, cost of providing electric wiring, electrical connectivity, lift, water line and plumbing, finishing with paint(exterior) , tiles, doors, windows, fire detention and firefighting equipment and includes cost for providing all other facilities, amenities and specifications to be provided within the Flat/Apartment/ Unit and the Project, except for the Additional Outgoings. Breakup and description is more fully described in SCHEDULE – ("Total Price" & "Payment Plan") here under written.



TOTAL PRICE

The Total Price for LIG Flat/ Apartment no.on theFloor in Building Block no..... at Greenfield City Phase-2 is Rs..... (Rupeesonly). The break-up and description of which are as provided herein below:

<u>TOTAL PRICE</u>	
Part I (Consideration)	
Flat /Apartment no.	[*]
Particulars	Amount (Rs.)
Apartment	[*]
Parking Space	[*]
Car Parking Covered independent/ covered dependent parking / open independent / open dependent (User Rights)	
Total Part I	[**]
Part II (Extra Charges & Deposits)	
DG Backup Facility Charges/Generator Chares	[*]
Transformer & HT Lines	[*]
Advance Maintenance Charges for 2years	[*]
Total Part II [Summation of all Extra Charges	[**]
<i>Except Maintenance Security Deposit and Legal/Documentation/Incidental Charges]</i>	
GST as applicable on Unit & Parking space	[*]
GST as applicable on Extra Charges	[*]
GRAND TOTAL (Part I & Part II)	[***]

In addition to the aforesaid Total Price, the following charges shall be paid at actual or as mentioned by the Developers as per payment schedule.

- Maintenance Security Deposit
- Legal & Documentation charges for registration of the Agreement for Sale and the Deed of Conveyance.
- Stamp Duty/Registration charges/commissioning charges (if any) and other Incidental expenses.
- Taxes and levies as may be applicable.

Explanation:

- The Total Price above includes the booking amount paid by the allottee to the Developer towards the Apartment.
- The Total Price above Excludes Taxes (consisting of tax paid or payable by the Developer



byway of Value Added Tax, Service Tax, G.S.T., CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called up to the date of handing over the possession of the apartment.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the Developer shall be increased/reduced based on such change /modification;

(iii) The Developer shall periodically intimate to the Allottee, the amount payable as stated in herein above and the Allottee shall make payment within 30 (Thirty) days from the date of such written intimation. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes: 1) pro-rata share in the Project Common Areas; and reserved/user rights of covered/open/dependant parking/parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee 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 Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

The Allottee(s) shall make the payment as per the payment plans in **Schedule** ("Payment Schedule").

It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that such minor changes or alterations as per the provisions of the Act.

The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area then the Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area which is not more than three per cent of the Carpet area of the Apartment, allotted to Allottee, the Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule '..... All these monetary adjustments shall be made at the same rate per square feet as agreed in para of this Agreement.

Subject to Clause 9 of this agreement the Developer agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below.

- (i). The Allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas and Service Area since the share / interest of Allottee in the Common Areas and Service Area is undivided and cannot be divided or separated, the Allottee shall use all Common Areas and Service Area along with other occupants, maintenance staff etc. after obtaining the Completion Certificate/Part Completion Certificate from the competent authority without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas and Service Area shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer shall hand over the common areas and service area to the association of allottees as provided in the Act;



(iii). That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, Service Area, internal development charges, external development charges, cost of providing electric wiring inside the flat and in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Developer and the Allottee agrees that the Apartment along with Covered/Open/Independent/Dependent car parking space(user rights) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely Greenfield City Phase - 2 shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

The Developer agrees to pay all outgoing before transferring the physical possession of the Flat/Apartment/apartment/unit to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including landcost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities (if any) payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer fails to pay all or any of the outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The Allottee has paid a sum of Rs _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (as mentioned in Schedule ... "as may be demanded by the Developer within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he /she shall be liable to pay interest at the rate specified in the Rules.

2..MODEOFPAYMENT:

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer, 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 "GREENFIELD CITY PHASE -2" payable at Kolkata .

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer 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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Developer accepts no responsibility in this regard. The Allottee shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only .

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE

Time is of essence for the Developer as well as the Allottee. Developer shall abide by the time schedule for completing the Project and handing over the apartment to the allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both , as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the developer as provided in Schedule C ('Payment Plan')

6. CONSTRUCTION OF THE PROJECT/FLAT/APARTMENT

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer 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 provisions prescribed by the concerned authority and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

Schedule for possession of the said Apartment: The Developer agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment on or before **30.11.2029**, 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 ("ForceMajeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the



extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.

The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this Agreement shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 45 days from that date of issue of the letter of termination of project by the Developer. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Developer, upon obtaining the Completion Certificate/Part Completion Certificate (or such other certificate by whatever name called issued by the competent authority) from the competent authority shall within a period of fifteen days from such date (the "NOTICE OF POSSESSION") offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement by sending the notice of such offer by speed post/e-mail calling upon the Allottee to take possession of the Apartment within a maximum of forty five days from the date of receipt of the said Notice of Possession by the Allottee. (the "POSSESSION DATE") Provided that the conveyance deed of the Apartment in favor of the Allottee shall be executed and registered by the Developers (subject, however, to the Allottee making all payments here to and taking possession of the Apartment in terms of the Notice of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Developer as per requisition of the Developer) within three months from the date of issue of Completion certificate/Part Completion Certificate (or such other certificate by whatever name called issued by the competent authority) as provided by the relevant laws in West Bengal. The Developers agree and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Developers. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/association of Allottee, as the case may be after the issuance of the Completion certificate/Part Completion Certificate. The Developers shall hand over a copy of the Completion certificate/Part Completion Certificate (or such other certificate by whatever name called issued by the competent authority) of the Project/Apartment, as the case may be to the Allottee at the time of conveyance of the Apartment in favor of the Allottee.

Possession by the Allottee – After obtaining the Completion certificate/Part Completion Certificate (or such other certificate by whatever name called issued by the competent authority,) and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Developers to hand over the necessary documents and plans, including Common Areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws i.e, the West Bengal Apartment Ownership Act, 1972, as amended up to date which provides for submission of the property comprised within the Project within three years from the date of completion certificate issued by the competent authority and to have the association of Allottee formed in the manner provided in the said Act.

Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his/ her/ its allotment in the Project as provided in the Act. Provided that, where the Allottee proposes to cancel/withdraw from the Project/Complex without any fault of the Developers, the Developers herein shall be entitled to forfeit the Booking Amount inclusive of applicable Taxes paid for the allotment, along with the interest liabilities, and together with deduction of such other tax/levy as may be applicable at the time of such withdrawal by the Allottee. The balance amount of money paid by the Allottee shall be returned by the Developer to the Allottee within 30 (Thirty) days of such cancellation. Such refund shall be made without any interest or compensation and all charges and expenses that may be incurred by the Developer in making such refund shall be borne by the Allottee. Upon withdrawal or cancellation of



allotment by the Allottee under this Agreement, the Developers shall have the right to re-allot the Apartment to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.

Compensation-

The Developer/Owner shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force but such liability shall cease with the handing over possession of the Unit to the Allottee and Common areas and the common purposes to the Association of Allottees.

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within forty five days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the Project, the Developer shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Developer to the Allottee within forty-five days of it becoming due.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions deposited with the appropriate authorities concerned shall not be returned by the Developer and the Allottee shall be free to approach the authorities concerned for refund of such taxes, levies, charges, cess, assessments and impositions.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Owner and the Developer hereby represents and warrants to the Allottee as follows:

- (i) The Owner/Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Owner/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Flat/Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Flat/Apartment and common areas;



(vi) The Owner/Developer have 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 created herein, may prejudicially be affected;

(vii) Other than the Development Agreement referred to herein above, the Owner and the Developer have not entered into any agreement for sale and / or development agreement or any other agreement /arrangement with any other person or party with respect to the Project Land, including the Project and the Flat/ Apartment which will, in any manner, affect the right of Allottee under this Agreement.

(viii) The Owner and the Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat/Apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;

(x) The Schedule Property/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 Schedule Property;

(xi) The Developer 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;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and/or the Project;

(xiii) That the property/project land is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES


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

(i) Developer fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provision of the Act or the rules or regulations made there under.

In case of Default by Developer under the conditions listed above, Allottee is entitled to the following:

- (a) Stop making further payments to Developer as demanded by the Developer by the Developer. If the Allottee stops making payments, the Developers shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (b) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the



purchase of the Apartment, alongwith interest at the rate specified in the rules within forty-five days of receiving the termination notice subject to allottee fulfilling all formalities on its part as more fully mentioned in para/clause 7 of this Agreement.;

Provided that where an allottee does not intend to withdraw from the project or terminate the agreement, he shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over the possession of the Apartment which shall be paid by the Developer to the Allottee within 45 days of its becoming due...

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Developer and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (a) In case the Allottee fails to make payments for 3 consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Rules.
- (b) In case of Default by Allottee under the condition listed above continues for a period beyond 3 consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall there upon stand terminated.

10. CONVEYANCE OF THE SAID FLAT/APARTMENT

The Developer, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas/Service Area within 3 (three) months from the issuance of the Completion Certificate/Part Completion Certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE PROJECT COMMON AREA AND THE SHARED COMMON AREAS OF SAID BLOCK/BUILDING/APARTMENT/PROJECT

The Developer shall be responsible to provide and maintain essential services in the Project for three months **from the date of Notice of possession** or till the taking over of the maintenance of the entire project/all phase by the association of Allottees upon the issuance of the completion certificate of the entire project whichever is earlier. The cost of maintenance for three months from the date of Notice of Possession has been included in the Total price of the Unit.

The Allottee shall commence payment of Maintenance Charges to the Developer after lapse of first three months from the date of Partial Completion Certificate of the respective Building Block and shall continue to pay till handover of maintenance of the project to the association of allottees and thereafter to the association of allottees. In case the formation of the Association is delayed beyond the said period, due to no fault of the Developer; the Developer shall provide and maintain only the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Developer or facility management company, the charges for such



maintenance as fixed by the Developer at actuals. Once the Association is formed and the said project is handed over to the Association the Allottee shall start payment of Maintenance Charges to the Association.

Some of the Common expenses mentioned herein may be common to all the Allottee or only to those of the particular Unit as be decided by the Developer or the Association, as the case may be.

12.DEFECTLIABILITY

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 Developer as per the Agreement for Sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that the Developer shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Developer.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Developer and without giving the Developer the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Developer shall be relieved of its obligations contained hereinabove.

In addition to what has been stated above, the Developer shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Developer.

Notwithstanding anything herein contained it is hereby expressly confirmed and understood that in case the Allottee, without first notifying the Developer and without giving the Developer the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Developer shall be relieved of its obligations.

The Allottee further specifically agrees and understands as follows:

The responsibility of the Developer shall not cover defects, damage, or malfunction resulting from:

- (i) misuse or negligent use;
- (ii) unauthorized modifications or repairs done by the Allottee(s) or its nominee(s)/agent(s);
- (iii) cases of force majeure;
- (iv) failure to maintain the amenities/equipment's and
- (v) accidents.

The Allottee(s) has/have been made aware and the Allottee(s) also expressly



confirm(s)/understand(s) that the regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

The Allottee also understands and confirms that the decision of the Developer's architect/consultants shall be final in deciding whether there is any actual structural defect in the apartments buildings/wings or defective material being used or regarding workmanship, quality, or provision of service.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by Developer, the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect to the terms and conditions specified by the Developer, maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Developer / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Developer/association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Service Areas: The service areas, as located within the Project, shall be earmarked for purposes such as 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 equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of the allottee formed by the allottee(s) for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT/APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment/Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or the staircases, lifts, common passages, corridors, circulation areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the Flat/Apartment and keep the Flat/Apartment's walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The 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 shall not store any hazardous or combustible goods in the Flat/Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.



The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The allottee shall also not change the name of the project/complex which is **GREENFIELD CITY - PHASE 2**.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Flat/Apartment all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Flat/Apartment at his/her own cost.

Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Building, Project or Common Areas or any part thereof.

18. ADDITIONAL CONSTRUCTIONS

The Owner & the Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Developer executes this Agreement he shall not mortgage or create charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat/ Apartment.

20. APARTMENT OWNERSHIP ACT

The Developer 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 Developer showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedule along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration for the same before the concerned Sub-Registrar or concerned A.R.A as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and /or appear before the Sub-Registrar as and when intimated by the Developer then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of the receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with the 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, implied or oral, if any, between the Parties in regard to the said Apartment as the case may be.



23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTEE/ 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 Project shall equally be applicable to and enforceable against any subsequent Allotees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purpose.

24. WAIVER NOT A LIMITATION TO ENFORCE

The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other Allotees.

Failure on the part of the Developer 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 there under 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 hereunder 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 Allotees has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area/built-up area of the Apartment bears to the total carpet area/built-up area of all the Apartment in the project/ entire Housing Complex.

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 complete only upon its execution by the Developer through its authorized signatory at the Developer's Office or at some other Place as may be decided by the Developer, which may be mutually agreed between the Developer and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub- Registrar/ District Sub Registrar as the case may be. Hence this Agreement shall be deemed to have been executed at Kolkata.



30. **NOTICES**

That all notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by Registered Post / under Certificate of Posting/ standard mail or courier at their respective addresses specified below.:

A.....[name of the Allottee(s)]
.....[address of the Allottee(s)]
.....[email of the Allottee(s)]

B. BENGAL GREENFIELD SOYUSING DEVELOPMENT COMPANY LIMITED
7TH Floor Hitech Chambers, 84/1B Topsia Road (South)
Kolkata 700 046

It shall be the duty of the Allottee and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address in writing by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Allottee, as the case may be.

31. **JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Developer 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.

32. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. **DISPUTE RESOLUTION**

All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties including those relating to common purposes of the **Housing Complex**, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

DEFINITIONS

- (i) "Act" means the Real Estate(Regulation & Development) Act, 2016;
"Rules" means the West Bengal Housing Real Estate (Regulation and Development Rules 2021;
"Regulations" means the Regulations made under the Real Estate(Regulation & Development) Act, 2016;
"Section" means a section of the Act.
- (ii) **ARCHITECT**" shall mean the Architect appointed or to be appointed from time to time by Developer for the purpose of planning, designing and supervision of the construction of the Building(s).
- (iii) **ALLOTMENT / BOOKING/AGREEMENT FOR SALE**- shall mean the provisional Booking letter/Allotment Letter and/or this Agreement for sale of the Flat/Apartment/Unit / Block along with the user rights of the car parking space (if any) .
- (iv) **ASSOCIATION /APEX BODY** means an independent body formed by and consisting of all the allottees and registered under the WB Apartment Ownership Act 1972 or any other legal entity constituted by the Allottees for the purpose of maintenance and administration of common areas and amenities and facilities provided in the whole project



- (v) **ASSOCIATION OF ALLOTTEES** means a collective body of the allottees of a real estate project, by whatever named called, registered under West Bengal Apartment Ownership Law or any law for the time being in force, acting as a group to serve the cause of its members and shall include the authorized representatives of the allottees.
- (vi) **AMENITIES / FACILITIES** : The Developer shall provide the amenities for the use and enjoyment of the Allottee. The description of the tentative amenities and/or facilities in the Residential Segment is as given in the **SCHEDULE -** below to be provided. No substantial or significant changes will be done and no facilities will be curtailed and the amenities or facilities will be timely delivered.
- (vii) **BLOCK/TOWER** shall mean a building consisting of several Flats/ Apartment / Units and other spaces intended for independent or exclusive use.
- (viii) **BUILT UP AREA** shall mean the area of the unit to be allotted and shall include, inter alia the area of covered balcony attached thereto and also thickness of the outer walls, internal walls columns pillars therein. Provided That if any wall column or pillar being common between two units then half of the area under such wall, column or pillar shall be included in each such unit to be certified by the Architects. If any wall comes within Unit and Common area then entire wall will be part of Built up area of the Unit.
- (ix) **CARPET AREA/CHARGEABLE AREA** shall mean the net usable floor area of the Unit including POP & Plaster and excluding the area covered by the external walls, areas under the services shafts exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area(if any), as the case may be which is appurtenant to the net usable floor area of an Unit, meant for the exclusive use of the Allottee but includes the internal partition walls of the Unit.
- (x) **COMMON 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 Co-owners/Co-Lessees and all other expenses for the common purposes to be contributed borne paid and shared by the Co-owners/Co-Lessees of the entire Housing Complex. The said charges shall at all times be calculated on the basis of actual total expenses on available amenities, and common services.
- (xi) **COMMON PURPOSES** shall include the purpose of upkeep, management, maintenance, administration and protection of various respective common parts and the purposes of regulating mutual rights and obligations responsibilities and liabilities of the Developer and/or occupants of the respective units and all other purposes or matters in which Apex Body/Association and occupants have common interest relating to Block/s Building/s in the entire Housing Complex.
- (xii) **COMMON AREA / COMMON PARTS AND FACILITIES** shall mean common areas of the Complex, which may include meter rooms, main gates, security rooms, electrical rooms, darwan's quarter, paths and passages, demarcated common passage, demarcated drive ways, entrance gates, administrative and caretaker's room, Toilet meant for common use, water connection in the common portion and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, specifically for the purpose of common user of Co-Owners/ Co-Lessees and/or Co-Occupiers and the entire land. The other Facilities shall include only those facilities which have been declared to be Common in the Real Estate Project and constructed for the use of the purchasers or the Allottees. Other Facilities which are not specifically declared to be 'Common' can be sold by the Developer to any person without any interference of the Allottees.
- (xiii) **ENTIRE HOUSING COMPLEX PLAN(COMPLEX)** shall mean the plan relating to the entire Housing Complex.
- (xiv) **FSI or FLOOR SPACE INDEX** shall have the same meaning as assigned to it in the Building Rules or Building Bylaws or Development Control Regulation made under any law for the time being in future.
- (xv) **LIMITED COMMON AREAS AND FACILITIES** shall mean such common areas and/or Facilities which may be reserved for use of certain Unit or Units to the exclusion of the other Units more fully described in the **SCHEDULE -** The Open, Covered, Car Parking areas (Dependent/Independent) shall be part of 'Limited Common Areas' as per the provisions



of the West Bengal Apartment, Ownership Act, 1972 as well as the grant of exclusive right of use of demarcated garden space in ground floor or a terrace appurtenant to any particular Unit or Building Block on upper floors (if any) to any Allottee(s) of the said Unit plus the Reserved Areas as defined.

- (xvi) **PROJECT** shall mean the Project with RERA registration number as stated in Annexure -.....
- (xvii) **PROJECT PLAN** shall mean the project plan for this project duly identified and demarcated and internally bordered in **Colour** in the Plan attached herewith and internally marked "**Annex-...**".
- (xviii) **PARKING SPACE** shall mean a location either covered or open or in open land Dependent / Independent as the case may be, sufficient in size for parking of car, etc in the portions of either the ground floor level whether open or covered, of the Said Complex and/or other spaces as earmarked, expressed or intended to be reserved for parking of motor cars, two wheelers(if any), cycles(if any) etc and shown in the Plans approved by the planning authority to be allowed by the Developer for exclusive use of the Allottee who opts to take it from the Developer at a consideration.
- (xix) **PROPORTIONATE SHARE** will be fixed on the basis of the Carpet area/Built Up area of the Unit purchased in proportion to the Carpet area/Built-Up area of all the Units in the Residential Complex or block as the case may be PROVIDED THAT where it refers to the share of the Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.
- (xx) **SUPER BUILT UP AREA** (wherever mentioned)(if any) will be the Carpet Area plus Veranda/balcony thickness of all walls of the Unit and common portions like all amenities, facilities, sporting facilities, landscape areas, service road and common passages if built within the Complex entrance lobby and upper floor lobbies, stair-cases, landings, stair covers, lift shafts, lift machine rooms, plumbing shaft, fire shaft, electrical shaft, mummy rooms, drivers' and servants / common toilet, electrical rooms, CC TV Room(if any), service areas, and overhead tank, overhead fire tank, STP, underground tank, , garbage room/vat, pump room, security room, fire tank, sump and façade and common roof, maintenance offices or stores, security or rest rooms, gymnasium , games room, kid's play room, senior citizen adda zone or fire control rooms and architectural features all of which if provided and all other common areas as agreed between the Developer and Allottee in this agreement of Sale for which proportionate cost (if any) has been collected from the Allottees.
- (xxiii) **STRUCTURAL ENGINEER** shall mean the Engineer appointed or to be appointed from time to time by Developer for the preparation of the structural design and drawings of the buildings .
- (xxiv) **SPECIFICATIONS** -The tentative specification of the Residential Segment is as given in **SCHEDULE -...** below and shall include changes necessitated on account of any Force Majeure events or to improve or protect the quality of construction or on the recommendations of the Architect in which case the Developer shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in the **SCHEDULE-**

INTERPRETATIONS: For the benefit of the Allottee a list of important points pertinent to this Agreement are briefly stated hereunder for a clear interpretation :

<u>Sl. NO</u>	<u>SUBJECT</u>	<u>CLAUSE</u>
1	<u>GST ON MAINTENANCE</u>	All Unit Owners/Allottee) shall have to pay GST on Maintenance cost as applicable. Payment of GST on Vendor's Bill is mandatory and cannot be avoided under any circumstances as it is part of the expenses. Besides this , the Unit Owner



		also has to pay GST on the amount of Bill raised for Common Maintenance Charges every month as applicable
2.	<u>INDIRECT TAXES AND LEVIES</u>	The Allottee shall be liable to pay all levies, charges, cess, Indirect Taxes, assignments of any nature whatsoever (present or future) in respect of the Unit or otherwise shall be solely and exclusively borne and paid by the Allottee. All Direct Taxes in respect of Profit (if any) earned from the development and sale to the Allottee shall be borne by the Developer.
3.	<u>POSSESSION AFTER COMPLETION</u>	<p>After obtaining Completion Certificate/partial completion certificate from the Competent Authority upon submission of the approval certificate from the technical specialists like the Architect, Structural or Foundation Engineers or others, if any, as per statute or otherwise signifying that the Unit/building is ready and habitable, the Developer shall issue Notice of Possession to the Allottee whereupon the Allottee has to take possession immediately and not later than 30 days as the 30th day will be considered as 'DEEMED POSSESSION' Besides If the Allottee does not take possession of the flat on or within 30-45 days from the date of Notice of possession guarding charges will be applicable and also Property Tax.</p> <p>The work approval certificates issued by the technical specialists required for the issue of CC / partial cc shall be construed as a defect-free completion of the building and any claim by the Allottee or his consultant shall not be entertained or shall not be a valid ground for refusal of accepting Physical possession (then already in deemed possession) by the Allottee.</p> <p>If there be any minor defect the Developer will rectify it. The Developer will rectify all constructional defects over the next five years If the Unit Owner himself wants to get the work done, he can give prior information to the Developer and get the cost approved before getting the work done and claim reimbursement. At the time of handover, the customer will have to make the final payment and take handover of his flat. If he does not do so it will be deemed that he has taken physical possession also.</p> <p>The same principle shall apply when the Common areas will be handed over to the Association of Apartment Owners who cannot delay the hand over on the ground that some Common areas of the Project are not complete, or some rectifications are pending. Some facilities may be provided, or installations made after the entire complex has received CC.</p> <p>If any problems are faced by Allottee after receiving hand over of possession he may please contact with our official representatives.</p>
4.	<u>NORMAL WEAR AND TEAR</u>	It may be noted that there may be some normal wear and tear of the building through efflux of time due to factors like seasonal expansion and contraction and/or settlement of the structure; hair thin cracks, localized dampness as a percentage of human error within normal limits and is a natural occurrence since buildings are man-made and not a machine made product. Even if an Unit is kept closed for protracted period there may be faults appearing for non-use. All structural factors are considered and taken into account before CC is granted. Hence, the appearance of minor faults at a time lag is natural. In spite of all that Developer will rectify all the defects for five years. These defects will not imply any fault on the part of the Developer. Repairing cost of False ceiling will be part of Maintenance expense.
5.	<u>ADDL CONSTRUCTION IN FLATS</u>	No Additional Construction on the exterior of Buildings or apartment is permissible. No internal changes allowed and Allottees cannot request Developer for even minor modification as per rules as the Allottee can get it done only after getting possession. No request for change will be entertained by the Developer as that would delay project completion since it requires re-sanction without which we will not get the completion certificate (CC).
6.	<u>RETAINED AREA OF THE DEVELOPER</u>	The Developer may at its option keep aside a demarcated area in any portion of the Project area for future own use or further development. This Area will be termed as the 'RETAINED AREA'. The Developer will have the liberty to put this area to specific use in future as he may deem fit and proper. If the Developers utilize the retained area for their own use and share the common facilities and amenities of the Complex they shall also partake in the share of the common expenses. Likewise if the Retained area is developed as an additional phase of the Complex in future, the Allottees of such additional phase shall also pay their share of the Common expenses. In both cases Maintenance will be charged on per Square feet of constructed area basis and not on land area basis.
7.	<u>PHASE-WISE FACILITIES AND AMENITIES</u>	In large projects some additional Facilities or add installations which were not earlier planned might be planned later. In such cases (if any) the Allottees shall not object on the ground that the Common expenses may increase. The Allottee shall not have any manner of right, title or interest in respect of the

		<p>specified facilities, save and except the right to use and enjoy and /receive the common services off from the said specified facilities, subject to the timely payment of the Maintenance Charges.</p> <p>COMMON AREA can be used for jogging, playing, visitor parking, drop off/temporary parking etc as may be decided by the Maintenance Body In charge /Developer/Association.</p>
8.	<u>ENQUIRIES REGARDING CONSTRUCTION STATUS</u>	<p>If Allottee wants to know the construction status of the project he/she may please visit Project website for the update or call our concerned representatives</p> <p>If Allottee needs any construction, site or possession related information he may kindly get in touch with our representatives.</p>
9.	<u>CHANGE IN ALLOTMENT</u>	<p>If Allottee wants to change his allotted Flat and shift to another he has to first cancel the present allotment and a new flat may be re-booked which may be available at a new price. Refund will be adjustable in the new booking.</p>
10.	<u>AMOUNT OF MAINTENANCE CHARGES IS AN ESTIMATE ONLY</u>	<p>The figure of Maintenance Expenses provided in the Agreement is only an estimate and this approximate figure is not a commitment.</p> <p>It is very pertinent to note that the Developer shall always endeavour at the additional cost to allottees to adopt ways and means to minimize the cost of maintenance by ensuring that lighting of the common areas is effected by solar power; and automatic DG facility etc. and all these measures directly resulting in lowering of maintenance cost. All these charges will be provided from Sinking Fund/Maintenance Security Deposit if not provided by the Developer as part of the Facilities separately and specifically</p> <p>It may however be noted that under any circumstances actual expenses incurred cannot be reduced. In such case reduction in cost can only be affected by withdrawal of some services or agency and only in future.</p> <p>The Allottee shall be obliged to pay the Maintenance Charges in advance as per the said estimate.</p>
11.	<u>RUBBISH THROWN FROM HIGHER FLOORS</u>	<p>Rubbish thrown from higher floors will attract imposition of penalty since cleanliness of the entire Complex is of paramount importance. Unit Owners in the higher floors must take more care not to throw any material from the higher floors which may litter the places below. Higher than normal Penalty will be imposed in case of willful misconduct so due care should be taken to prevent such mis-happenings.</p>
12.	<u>UTILIZATION OF FLAT BY DEVELOPER BEFORE CC</u>	<p>During construction, the Developer shall be entitled to temporarily use a fully/partially constructed Flat but for which CC is yet to be obtained, for use as a store or for the purpose of labour stay or any other use and the Allottee shall not object to the same that he is getting an used flat.</p>
13.	<u>DAMAGE</u>	<p>In case of any complaint regarding cracks, damp flooring etc. at the time of taking possession, the Developer remains responsible to make good the same upto 5 years. It is however to be noted that claims for only constructional defects shall be honoured and not collateral or consequential damages or losses, which has occurred due to act or omission or mixtate of the Allottee / his agent.</p>
14.	<u>AVOID FRIVOLOUS COMPLAINTS</u>	<p>In case the Flat/Apartment /Unit Owner of the Floor above is away and there is a leak which is temporarily affecting the Flat/Apartment/Unit on the floor below the Allottee will be expected to bear with the same over a reasonable time till return of the Unit Owner of the Flat/Apartment/Unit above. If the Owner above is not cooperating, the Developer /Association/ Facility Team may force open the door to rectify the defect and again repair the door at the cost of the Developer/Association. If the Owner of the lower flat is also not available, the Developer / Association /Facility Team can follow the same procedure to prevent continuous leakage of water.</p> <p>If the Allottee of a Unit does any internal repair work in the toilet imperfectly which leads to leakage through the tiles affecting the floor below the damage to false ceiling or other damage if any done shall be compensated by the Allottee causing such damage.</p>
15.	<u>HANDLING OF FURNITURE AND OTHER OBJECTS</u>	<p>The Flat/ Apartment/Unit Owners shall use the passenger service Lift only for passenger travel and light and small goods only and not for carrying furniture or other objects which may cause damage to the lift. In special cases permission may be granted but only after receiving written assurance from the Flat/ Apartment/Unit Owner that he undertakes to repair the lift if any damage is caused.</p> <p>Secondly, while making furniture, fixture or affixing anything within the Unit if any damage is caused to the floor or the wall the Developer will not be responsible. That is why it is advised that the Allottee should check whether there is any dampness or cracks prior to embarking on this work. Otherwise Developer will not</p>




		<i>be liable to rectify any defect.</i>
16.	<u>PLACEMENT OF DG, TRANSFORMERS ETC</u>	Placement of Transformers, DG, air-conditioners etc. shall be done as per the advice of the Architect and none of the Allottees individually or collectively shall have any right to object to the same or to have the installations relocated on the ground of inconveniences caused.
17.	<u>MUNICIPAL WATER</u>	It is very clearly stated that the Developer has neither any role nor any responsibility to arrange supply of Municipal Water if it is not being provided by the concerned Authorities.
18.	<u>VERBAL UNAUTHORISED COMMUNICATION TO BE IGNORED</u>	The Agreement entered into by and between the Developer and the customer is sacrosanct. Any other written or verbal communication inconsistent with the terms of the Agreement made by any person who is not an authorized representative of the Developer, is to be ignored completely.
19.	<u>PAYMENT OF INTEREST MANDATORY</u>	<p>In the event of any breach on the part of either party, the defaulting party will have to pay interest wherever the same is provided in the Agreement without fail. For instance, if the Developer fails to give possession at the mentioned time, the Developer will also pay interest at the said rate. The Allottees are advised not to seek interest waiver as the Developer follows a strict policy and if there is any issue with regard to the calculation mistake please intimate the same and the Developer will look into the same and rectify.</p> <p>The Allottee agrees to pay to the Developer interest on all unpaid amounts (on demand) including the Total consideration or any part thereof payable by the Allottee to the under the terms of this Agreement from the date of said amount becoming due and payable by the Allottee till the date of realization of such payment. The Allottee confirms that the payment of interest by the Allottee shall be without prejudice to the other rights and remedies of the Developer and shall only constitute a waiver of the same on the sole discretion of the Developer.</p>
20	<u>INSTALLATIONS</u>	Installations such as WTP (as required)/STP/ Septic Tank, Garbage vat etc will be positioned within the Complex as per the advise, plan and design of the Architect / Consultant. If any changes are required and allowed to be made by the Architect / Consultants, the additional cost will become part of common expenses.
20a	<u>DIESEL or GENERATOR POWER BACK-UP</u>	Diesel Generator Power Back-up: That the Owner and Developer has installed Diesel Generator ("DG") for power backup to run the basic facilities at the Project/Complex. In addition to that, DG back up facility is also being made available for every apartment to run basic electrical appliances viz light, fan, television. The Allottee will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Owner/Developer/the Association, as the case may be.
21.	<u>QUALITY OF WATER SUPPLY</u>	The Developer shall confirm the quality of the water supplied to the entire complex and obtain Water test report from a reputed authorized agency /authority, certifying that the water supplied to be of good potable quality and following such test report nobody shall question the quality of water.
22.	<u>MUTATION AND ELECTRICITY METER</u>	<p>The Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities after taking possession and shall keep the Owners and the Developer indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Owner and/or the Developer due to non fulfillment and/or non observance of this obligation by the Allottee.</p> <p>Mutation of the Flat/Apartment Owner and obtaining electricity meter shall be the absolute responsibility of the Flat/Apartment Owner and if required, the Developer may only have an advisory role.</p> <p><u>For Electricity Connection</u></p> <p>Allottees can follow the below mentioned process-</p> <p>Step - 1: Allottee needs to go to the Electricity office and collect the Form for Electricity connection.</p> <p>Step - 2: Allottee needs to deposit the filled-up form, photo copy of the KYC, 1 copy colour passport size photo, possession Letter of the Flat/copy of the registered Deed of Conveyance and necessary fees to the Electricity office.</p> <p>Step - 3: Allottee needs to clear the quotation which will be issued by the electricity office after depositing the above-mentioned documents.</p> <p>Step - 5: After a stipulated time period from the quotation clearance, Electricity connection and meter will be provided by the Electricity office.</p>
23	<u>DELAY IN SUPPLY</u>	Sometimes due to procedural reasons there may be a delay in obtaining electrical



	<u>OF ELECTRICAL POWER</u>	power connection to the Complex. In case of such delays, till such time the connection is obtained the Developer assures that power shall be made available from the DG or other source as may be permissible. In such cases Developer's Sub-meter shall be installed and Flat/ Apartment Owner/Buyer will pay per unit cost of electricity Deposits etc as per electricity company rate. Additional cost if any will be at the cost of the Developer during the interregnum.
24	<u>TILING/FLOORING/WALLING</u>	Secondly, in case the tiling/floor within any flat unit gets affected and there is a need to change some of the tiles, despite the best efforts the Developer may not get the exact replacement of the tile as there may be a very marginal difference in tenor or appearance with the existing tiles. The same may happen if a hairline crack or crevice is repaired the color to be applied at the affected place may slightly differ with the existing color scheme and the Allottee agrees to accept these unavoidable minute differences. As per our structural consultant the hairline cracks in the wall are mostly due to thermal expansion and contraction and shrinkage of the different material. They are mostly non- structural in nature, and the structure will be safe and stable despite cracks on non structural areas. Construction is made of Load bearing brick wall structure /RCC frame structure. Combination of local beaming wall & RCC frame structure.
25.	<u>NAME OF THE COMPLEX</u>	In the perception of the Developer in a rare case in future there may arise the necessity to change the name of the Complex. In such cases the Flat/ Apartment/Unit Owners shall not object to change of name (if at all necessary). The Allottee agrees and undertakes to cause the Association/Apexbody to ratify and confirm that the name of the Building Complex shall not be changed without the prior written consent of the Developer.
26	<u>RESTRICTED USE OF DEVELOPERS NAME/MARK</u>	The Allottee shall not use the name/mark of the Developer in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so the Allottee shall be liable to pay damages to also Developer and shall further be liable for prosecution for use of such mark of the Developer
27	<u>BOUNDARY WALL</u>	The Developer will provide a well constructed Boundary encircling the entire Complex. Additional request from Flat/Apartment/ Unit Owners/Association for affixing barbed wire on top of the Boundary wall will not be entertained by the Developer as it affects the aesthetics. If the Association wants to affix the barbed wire it may do so at its cost.
28	<u>CC TV</u>	Only the Ground Floor common area lobby will be under CC TV surveillance. CC TV will not be provided in the upper floors. However, if the Association wants to affix the barbed wire it may do so at its cost.
30	<u>MODUS FOR FORMING ASSOCIATION</u>	The Association of Apartment Owners under the West Bengal Apartment Ownership Act 1972 and the Flat/Apartment/ Unit Owners in this phase will automatically become members of the said Association in the usual course.

USEFUL INSTRUCTIONS TO THE ALLOTTEE

<u>ISSUE OF MONEY RECEIPT</u>	After making payment through Cheque / RTGS / NEFT banking etc. the payment details should be immediately informed through email and also through SMS otherwise Developer will not be able to know from whom the payment was received and the system will continue to show outstanding against Allottee's name. Once any amount paid by the Allottee is credited in Developer's Bank Account, Money Receipt shall be sent through email/post/ courier within 10 days from date of credit. If the Allottee does not receive the Money Receipt within 10 working days, he/she can send mail with cc to concerned Sales Executive/Team.
<u>FIRST DEMAND LETTER</u>	The First Demand letter will accompany the Booking Letter and you receive both together. We will send subsequent demand according to our construction done as we follow construction linked plan and demand is raised once the work is completed. Under construction block should not be visited ideally due to Safety Hazards. For construction update please visit our website or get in touch with the customer care/sales team.



<u>DOCUMENTS REQD FOR BANK LOAN</u>	<p>The following documents will be required by the Allottee for obtaining Bank Loan:</p> <p>(i) Tripartite Agreement by and between Bank as the Lender; Yourself as the Borrower and Ourselves as Developer.</p> <p>(ii) No Objection Certificate of the Developer;</p> <p>(iii) Booking/Allotment Letter;</p> <p>(iv) Sale Agreement;</p> <p>(v) Demand Letter;</p> <p>(vi) Money Receipts.</p>
<u>CONFIRMATION OF PAYMENT BY EMAIL</u>	<p>After making payment through Cheque / RTGS / NEFT banking etc. the payment details should immediately be informed to enable the Developer to know from whom the payment was received.</p>
<u>PAYMENT OF STAMP DUTY AND REGISTRATION FEES</u>	<p>It shall be the responsibility of the Allottee/ Flat/Apart Owner/ Purchaser to immediately, after the execution of this Agreement, at his own cost and expense, lodge the same for the registration with the relevant Sub-registrar of Assurances. The Developer will extend assistance/co-operation for the registration of this Agreement at the cost and expense of the Flat /Apartment Owner/ Purchaser. However the Company shall not be responsible or liable for any delay or default in such matter.</p> <p>Payment of Stamp Duty and registration amount shall be done through Government web site only and through online payment.</p> <p>At the time of registration of Agreement the Allottee has to pay 2% of the consideration value or as per query sheet.</p> <p>Registration of Agreement can be done after Allottee has paid 10% of the Consideration. Please follow the Cost Sheet for the 10% payment. If required, Developer will provide the calculated amount.</p> <p>Once Allottee's 10% payment is clear Developer will give the query sheet to the Allottee and also provide a govt. link with the payment procedure for the registration and payment.</p> <p>*** The Legal/incidental/documentation charges for the same will be borne by the Flat Owner/Apartment Owner/ Purchaser</p>
<u>REGISTRATION</u>	<p>All the applicants need to be present physically at Developer's Office & Registration Office for the formalities of Registration.</p> <p>The Allottee(s) need to carry all original KYC documents as well as photocopies of PAN, Adhaar card and 2 pass port size photo at the time of registration;</p> <p>The registration of the Agreement will be done within 30 days of payment of the booking/allotment amount ;</p> <p>The Allottee will get the Sale agreement within 30 to 45 days after registration;</p> <p>Incidental charge is for Registration expense and administration expenses .</p>
<u>COPIES OF ALL LEGAL DOCUMENTS</u>	<p>All legal documents are uploaded on RERA website.</p> <p>The Allottee can also get the hardcopy (photocopy) of the total legal set on paying a nominal charge</p>
<u>ONLY WRITTEN COMMUNICATION AND/OR MAIL TO BE VALID</u>	<p>Cognizance will be given only to written and/or communication through electronic mail. All kinds of verbal communication shall be ignored as having no material consequence.</p>
<u>MEETING WITH SALES EXECUTIVE/SALES TEAM</u>	<p>The Allottee is advised to take prior appointment with the Sales Executive/ Sales Team before visiting to make sure that the executive or in his/her absence some other authorized person is present to attend to the Allottee.</p>



THE SCHEDULE-..... ABOVE REFERRED TO

PART-A
(SPECIFICATIONS)

• **AMENITIES AND SPECIFICATIONS FOR THE SAID UNIT**

Structure	R.C.C. frame structure
External Finish	Blending of waterproof acrylic base paint and other decorative finish
Staircase	Kota Stone / Neat Cementing
Lobby	Ground Floor Lobby in Vitrified tiles Typical Floor Lobby in Vitrified Tile /Kota Stone Lift facia of granite tiles
Balcony	Decorative MS Railings
Flooring	Tiles of reputed brand in Living - Dining Room and Balcony Tiles of reputed brand in Bedroom Tiles of reputed brand in Kitchen Area and Toilet
Kitchen Area	Counter with Granite & Stainless-Steel Sink Tiles of reputed brand upto 3 Ft. Height above platform
Toilets	Anti-skid tiles of reputed brand for floors and dado with glazed tiles upto door height Sanitary Ware : White EWC & wash basin with PVC cistern CP Fittings of reputed brands
Windows	Anodized aluminum windows
Doors	(a) Entrance door paneled – Gamari Wood (b) Internal Door-Commercial Flush Door
Interior Finish	Smooth finish Plaster of Paris (P.O.P) on walls
Hardware	Lock, Tower, Bolt, Buffer & Stopper, Bathroom Mirror, etc of reputed brands

ELECTRICAL POINTS IN A 1B/R FLAT

	CALLING BELL SWITCH BOARD OUTSIDE THE MAIN DOOR
	LIVING-DINING
A	CEILING FAN POINT
B	TWO WALL LIGHT POINTS
C	SWITCH BOARD WITH THREE PIN PLUG POINT (4'6" HT)
D	PROVISION FOR CABLE TV POINT
E	THREE PIN PLUG POINT (4' 6"HT) TV
F	CALLING BELL POINT ABOVE THE KITCHEN DOOR
G	DISTRIBUTION BOX (7'0"HT) (GENERATOR SUPPLY-750W)-CHANGE OVER



	KITCHEN AREA
A	15 AMP POINT FOR FRIDGE
B	SWITCH BOARD WITH THREE PIN POWER PLUG POINT (4' 6"HT)
C	EXHAUST FAN POINT ABOVE THE WINDOW /CHIMNEY POINT
D	ONE WALL LIGHT POINT
	BEDROOM
A	ONE CEILING FAN POINT
B	TWO WALL LIGHT POINTS
C	SWITCH BOARD WITH THREE PIN PLUG POINT (4' 6"HT)
D	1 no. AC POINT
	TOILET
A	ONE WALL LIGHT POINT
B	ONE EXHAUST FAN POINT
C	SWITCH BOARD INSIDE THE TOILET
D	POWER PLUG POINT-15 AMP FOR GYSER
	BALCONY
A	ONE CEILING LIGHT POINT & 1 Washing Machine Point

Tiles are susceptible to staining and variations in shade. Whereas all efforts shall be made during laying of tiles, to minimize, perceptible shade variations, the Developer, shall not be held liable in any manner whatsoever, for the same. Shade and pattern variation is a property of natural stone. Though all efforts shall be made during laying of stone pieces, to minimize perceptible variation in shade and pattern, the Developer shall not be held liable in any manner whatsoever or the same.

**THE SCHEDULE - ABOVE REFERRED TO
(THE COMMON AREA/Common Parts & Facilities)**

Level 1.

- 1.1.1 Sewerage treatment Plant (STP)
- 1.1.2 Common generators, its installation and its allied accessories, lighting of the common areas, pumps and common utilities.
- 1.1.3 Electric Sub-Station
- 1.1.4 Roads, installations, -and security arrangements not exclusive to any segment.
- 1.1.6. Drains and sewers from the premises to the Municipal Duct.
- 1.1.7. Water sewerage and drainage connection pipes from the Flats/Units to drains and sewers common to the premises.
- 1.1.8 Boundary walls of the premises including outer side of the walls and main gates.
- 1.1.9 Water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- 1.1.10 Transformer electrical wiring meters and fittings and fixtures for lighting common areas
- 1.1.11. Management/Maintenance Office
- 1.1.12. Round the Clock Security arrangements with CCTV and intercom
- 1.1.13. Main entrance Gate
- 1.1.14 Fire Fighting Equipment and Extinguishers and Protection system
- 1.1.15 24Hrs water supply
- 1.1.16 Rainwater harvesting (if needed as per local norms)
- 1.1.17 The water pump, the pump room, water reservoir, tube-well, and distribution pipes
- 1.1.18 Durwans/Security Room
- 1.1.19 Cable connection
- 1.1.20 WTP (as required)

Level 2

Those which are to remain common to all the Flat/Apartment/Unit Owners of the residential complex. All the Flat/Apartment/Unit Owners shall have proportionate share therein. These include the following:

- 1.2.1. Landscaped Open Space
- 1.2.2. Games Room




- 1.2.3. Kid's Play Area
- 1.2.4. Gymnasium
- 1.2.5. Adda-zone /Separate area for elderly people
- 1.2.6. Community Hall for common use of all the occupants
- 1.2.7. Driver's Rest Room
- 1.2.8. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
- 1.2.9. Toilets and bathrooms for use of durwans/security, drivers, servants, maintenance staff of the premises.

Level 3

Those which are to remain common to THE Flats/Apartments/Units in any particular Building Block. These include the following:

- 1.3.1. Entrance lobby and the lobbies on each of the Block's floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the tower.(However , the access to the Roof may be restricted for security reasons)
- 1.3.2. Elevators in That particular Block /Tower, their installation and rooms.
- 1.3.3. Roof for common use .(However , the access to the Roof may be restricted for security reasons)
- 1.3.4. Overhead Water Tank.
- 1.3.5. Lifts and their accessories installations and spaces required therefore.

Unless otherwise indicated herein and in addition to these mentioned in Levels 1,2 and 3 the common portions like land (to be demarcated by the Architect), roads, lighting equipments including Solar lighting for common areas, gates, building for guards, trees bushes, decorations pipes, ducts and cables situated within the area whether over or under the land of the service zone shall be deemed to be common to the Owners of all the segments and those that are inside the Residential Complex including its boundary walls and/or fences, etc. shall be deemed to be common Portion only of the residential complex and common to its Unit Owners. Similarly those in any particular tower shall be deemed to be the Common Part only of that tower.

The Owner/ Developer reserves the right to alter the above scheme or any of the items mentioned above, if so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Owners of any segment or part thereof.

THE SCHEDULE -.....ABOVE REFERRED TO (LIMITED COMMON AREAS AND FACILITIES)

(If available in the Complex)

1. Open, covered Car Parking areas(Dependent/Independent) (User Rights);
2. The Roof of the overhead water tank and Lift Machine Room, the Parapet Walls;
3. Open Terrace of any Floors of the Block(if any);
4. The elevation and exterior of the Block;
5. Underground water reservoir (if any) for exclusive use in Future (for domestic use)
6. Flushing water tank and pump(if any) for exclusive use of residents in future
7. Water Treatment Plant (as required) for exclusive use for the residents (domestic use)
8. Storage areas(if any) ;
9. Any community or commercial/other facility which is not meant for common use;
10. Such other open or covered spaces which is hereinafter expressed or intended not to be common portion (if any) and the rights thereto.

THE SCHEDULE-.... ABOVE REFERRED TO (RESERVED RIGHTS)

The Owner/Developer will be entitled to following easements and other reserved rights as provided hereunder;

- a). The right to the free and uninterrupted passage and also right to grant such rights to the allottees and/or users of areas of units in the building being/to be constructed throughout entire complex and running of all appropriate services and supplies from and other parts of the building in and through the appropriate conduits/trenches and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building/land.




- b). The right to establish such additional easements, reservations, exceptions and exclusions as the Developer , in its sole discretion deems necessary or appropriate.
- c). The right of easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartment s and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such portions of the common areas as may be necessary to provide necessary vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
- d)The right to gift and/or transfer by any other means any small part or portion of the land within the Project unto and in favor of any Service Provider to facilitate the Said Service Provider in setting up a Centre from where the said services to complex shall be provided like electricity, water, gas, cable, internet, telephone etc.
- e)Until the sale and transfer of all the Apartment , the Developer shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project to enable the Developer to market the Apartment s and also the right to place signs in and around the common areas for marketing.
- f)The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables(Laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies.
- g)The right of the Developer/Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for Carrying out work for which the Developer/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee will give immediate access.
- h)The right of support, shelter and protection which each portion of the building gives to other parts of the Building.
- i)The right to build or alter or deal with the building even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Allottee by noise, dust, vibration or otherwise, provided this does not affect the Allottee's ability to use the demised unit.
- j)The Developer shall have the right at all times to refuse access to any person or persons whose presence in the Complex may in the judgment of the Developer be prejudicial to the safety, character, reputation and interest of the Complex and its Occupiers.
- k)To the free and uninterrupted access for laying of all water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter required under or over the Premises and/or Apartment
- l) To erect scaffolding for the purpose of repair, cleaning or painting the **any Building block** notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit
- m)Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- n)The Developer shall retain for itself , its successors and assigns including all of the Apartment Owner, a non-exclusive easement for ingress and egress over, through and across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartment s and common elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of the common elements as may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
- o)The Developer its successors and assigns are hereby permitted , at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors , cable television lines, walk ways, road ways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines , sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization , easement, relocation and connections of lines shall not materially impair or interfere with the use of any Apartment .
- p)The Developer shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name as well as of its products on the Common roof and the wall



surfaces within the lobby of the buildings. The Developer will be responsible for its maintenance and remain liable to pay the electricity charges separately to the Association as and when formed.

q).The Developer reserves the right to allot available Parking space of the Housing Complex to any Allottee of a Unit of the Complex.

r)All unsold and unallotted units, areas and spaces in the Building and Project, including parking spaces and other spaces in the basement and anywhere else in the Building project shall always belong to and remain the Property of the Developer at all times and the Developer shall continue to remain in overall possession of the unsold and/or unallotted units and shall be entitled to enter upon the Building and Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.

s)The Developer shall without any reference to the Association /Apex body or the association , be at liberty to sell, let, sub-let, dispose of or otherwise deal with in ny manner whatsoever all such unsold and/or unallotted units and spaces therein as it deems fit. The Developer shall be entitled to enter into separate agreements with allottees of different Units on terms and conditions decided by the Developer in its sole discretion. The Allottee(s) and/or Organisation or Apex Organisation or Apex Organisations /Association shall not claim any reduction in the Total Price and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever

t) The right to assign or transfer by way of lease, mortgage , sale or otherwise in whole or in part , its rights and obligations in respect of the Apartments/Units .

u).The right to create security on the Project land together with the building being constructed thereon by availing loans/financial assistance /credit facilities from Banks/financial institutions . The Developer shall be entitled to sign mortgage deeds , loan agreements and other documentation and do all other acts for securing project finance.

THE SCHEDULE-..... ABOVE REFERRED TO
(REGULATIONS AND RESTRICTIONS USER RULES)

As from the date of possession of the said Apartment /Unit the Allottee agrees and covenants -

a To co-operate with the other Apartment /Unit Owner and the Developer in the management and maintenance of the said New Buildings.

b)To observe the rules framed from time to time by the Developer including those relating to possession policy and permissible changes policy of the Developer and upon the formation of the Association by such Association. The covenants agreed herein to the Developer shall mean and include towards Association also, as and when applicable.

c)To use the said Apartment /Unit for residential and not for other purposes whatsoever without the consent in writing of the Developer/Association.

d)To allow the Developer with or without workmen to enter into the said Apartment /Unit for the purpose of maintenance and repairs but only with 24 hours prior notice in writing to the Apartment /Unit Owner.

e)To pay charges for electricity in relation to the said Apartment /Unit wholly and proportionately relating to the common parts and also undertake to pay such damages on demand as ascertained by the Developer for the breach of any of the covenants herein contained within the due date therefor as mentioned in the demand and till such time the said demand is not paid, the Allottee shall not be entitled to use any of the facilities and utilities of the Complex/building.

f)Not to do anything or prevent the Developer from making further or additional legal constructions notwithstanding any temporary disruption in the Allottee's enjoyment of the said Apartment /Unit.

g) To maintain or remain responsible for the structural stability of the said Apartment /Unit and not to do anything which has the effect of affecting the structural stability of the building and also not to store or bring and allow to be stored and brought in the said Apartment / Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Block or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.. The Allottee(s) are aware that tiles and natural stone are susceptible to staining and variations in shade and shall not make the Developer be held liable in any manner whatsoever, for the same

h)Not to do or cause anything to be done in or around the said Flat/Apartment / Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Apartment /



Unit or adjacent to the said Apartment /Unit or in any manner interfere with the use and rights and enjoyment thereof of any open passages or amenities available for common use.

- i) The Allottee shall ensure that the key common areas of the Building viz entrance lobby, garden, play areas, temple (if applicable) are maintained to the highest standards with regular cleaning and maintenance. The Allottee shall further ensure that refurbishing /major overhaul is done every 5 years (if necessary), starting from date of offer of possession.
- j) Not to damage, demolish or cause to damage or demolish the said Apartment / Unit or any part thereof or the fittings and fixtures affixed thereto or commit or permit to be caused any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Apartment / Units in the building or which may cause damage to any other portion of the building in any manner.
- k) Not to close or permit the closing of verandahs, terraces or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the said Apartment / Unit which in the opinion of the Developer differs from the color Scheme of the building or deviation or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the said building.
- l) Not affix or draw any wire, cable, pipe from, to or through any of the common portions or outside walls of the building block or other parts, without approval of the Developer/ Association.
- m) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- n) Not claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the building and/or the project.
- o) Not to use the said Apartment /Unit or permit the same to be used for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever or for any purposes which may or is likely to cause nuisance or annoyance to other residents/unit holders of the other portions of the said building or buildings or occupiers of the neighboring premises.
- p) Similarly shall not keep in the parking place anything other than private motor car of standard size or a two-wheeler and shall not raise or put up any kutchra or pucca constructions grilled wall or enclosure 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 permitted.
- q) Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.
- r) Not to park car on the pathway or open spaces of the building complex or at any other place except the space allotted to him/ her/ it and shall use the pathways as would be decided by the Developer/Association.
- s) Not to wash their car in the project premises as no car wash facility has been provided in the project as Car Wash facility leads to wastage of water. However, the Allottee/Flat/Apartment Owner of the Project are required to clean their car with moist cloth to prevent such wastage of water.
- t) Not to let out, mortgage or give on rent or transfer the right to use of car parking space to any outsider independently and separately of the Apartment /Unit.
- u) Not to dry any clothes upon/outside the windows/elevations/Balcony and other portions which may be directly exposed to the outsiders in a manner or be visible to the outsiders.
- v) To abide by such building rules and regulations as may be made applicable by the Developer before the formation of the Association. After the formation of the Association to comply with and/or adhere to the building rules and regulations of such association.
- w) Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the block save a letter-box at the place in the ground floor as may be expressly approved or provided by the Developer and a decent name plate outside the main gate of his Apartment /Unit.
- x) Not to alter the outer elevation of the block or any part thereof nor decorate the exterior of the block otherwise than in the manner agreed by the Developer and/or the Maintenance In-charge in writing.
- y) Not to bring in any contractor or any labour or mason of his own so long as the said phase is not handed over by the Developer.
- z) Watchman, driver, domestic servants or any other person employed by the Apartment / Unit Owner or his Agents shall not be allowed to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden or any common areas.



- aa) The Apartment /Unit Owner must submit photographs of their employee and Drivers with full particulars with the Maintenance body a copy of which will also be forwarded to the local Police Station. The Maintenance Body will issue identity cards to the staff and visitors who will carry the same for identification.
- bb)Visitors cars will not be allowed to be parked inside the premises other than in the space earmarked (if any) for this purpose.
- cc)The Maintenance Body will implement a system of issuing Gate Pass for all incoming and outgoing materials in any manner to ensure proper security.
- dd) Any work men temporarily employed by any Apartment /Unit Owner will be issued a temporary identity pass by the Maintenance Body for easy identification. All fit-out work inside the Apartment / Unit shall be carried out between 10 A.M and 6 P.M and while carrying out such work, to ensure that no annoyance or disturbance is caused to the residents of the building and not to carry out any such work during the continuance of Board examinations . Subject to the aforesaid restrictions all such work has to be done with the consent of the Developer or the Association or FMC as the case may be and in strict compliance of the guidelines as framed by the Developer or the Association as the case may be.
- ee) The Apartment /Unit Owner and their visitors shall not litter/spit in the common areas specially betel juice and tobacco products and the Developer / Association will be competent to impose fine on the offenders.
- ff)Smoking will be prohibited within the residential common areas save and except specified smoking zones where only smoking will be permitted . Similarly drinking alcoholic drinks in the common areas of the Project will be strictly prohibited
- gg)All visitors to the respective Apartment /Units will be filtered at the entrance and permitted entry only on proper authorization from the Apartment /Unit Owner .
- hh)Not to install any additional grills the design of which have not been approved by the Architect nor to open out any grilled cage out of the window and other places nor to close any open verandahs.
- ii)No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Developer nor shall anything be projected out of any window of the Building without similar approval.
- jj)On payment of the applicable charges to use the Community Hall for the purpose of private parties, get together and functions in a capacity not exceeding persons and not to use or permit the same to be used for wedding receptions and other festivals which involve lighting of fire.
- kk)Not to use or permit to be used any loud speakers beyond the confines of the Community Hall.
- ll) Not to use the Community Hall or any other covered spaces for celebrating the festival of Holi except that the Apartment /Unit Owners shall be entitled to celebrate Holi in the space as may be designated for such purpose PROVIDED HOWEVER such celebration shall not continue beyond 10 p.m. and the use of loud speakers shall be within the tolerable limits so as not to cause any annoyance to the other Owners and/or occupiers.
- mm) To carry out all interiors and/or decorations during the approved time without creating any annoyance or disturbance to the other Owners and/or occupiers.
- nn)To remain wholly and solely responsible for the conduct of the domestic help and/or drivers/other workmen who may be employed by the Allottee and upon employing such domestic help to give relevant information of such domestic help to the local Police station/Association.
- oo)To remain fully responsible for any pets which may be kept by the Apartment /Unit Owners and In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied by the owner or his representative and to ensure that the same are immunized and kept on leash and the concerned Allottee shall also ensure that the Pet relieves itself only at the designated place (if any). Otherwise the concerned Allottee shall be responsible for cleaning up immediately and/or bearing the cost of cleaning up
- pp) Not to use or permit to be used the passenger lifts for carrying any furniture and fixtures.
- qq) To carry out proper pest control treatment in the said Apartment / Unit at the cost of the Allottee.
- rr) To ensure that there is no leakage or seepage of water from any of the taps and/or bathrooms fittings which may cause inconvenience to any Apartment /Unit Owner and/or occupier of the Unit below and in the event of any leakage or seepage of water to forthwith carry out repairs at his/her own cost.
- ss) Not to have nor create any place of worship in any common part or portion of the building or the Complex . However, the Allottees will be entitled to celebrate festivals such as Durga Puja etc and for this purpose may set up temporary pandals at the single common earmarked place only and the Allottees under no circumstances shall be permitted to organize such activities at any other place within the complex..



- tt) It shall be the responsibility of the Allottee to keep his Car Parking area in an orderly manner without causing encroachments and in the event of the Allottee washing his vehicle or permitting it to be washed in the Car parking area it will be obligatory on the part of the Allottee to clean up the entire space.
- uu) Not to use the Apartment /Unit or any part or portion thereof for any film shooting, political meeting nor for any dangerous noxious or offensive trade or business in the opinion of the Maintenance In Charge.
- vv) Not to permit any sale by auction or public meeting or exhibition or display to be held upon the Apartment /Unit nor to permit or suffered to be done into or upon the Apartment /Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other residents and/or occupiers.
- (ww) Not to arrange any public/Political function in any part of the property.
- xx) Not to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex.
- yy) Not to overload and/or draw excess electricity so as to cause overloading of the electricity connection.
- zz) The Allottee agrees and acknowledges that the Developer shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right title interest in the unsold units and the Allottee shall not object to or impede the sale of any unsold stock such as apartment, car/two wheeler parking space to any other person and/or persons as the Developer in their absolute discretion may deem fit and proper without requiring any consent of the Allottee. In case the Allottee directly or indirectly breaches this undertaking, he shall be liable to pay appropriate damages to the Developer.
- aaa) The Purchaser hereby agrees and acknowledges that at the time of handover to the apex body /association, the Developer shall earmark certain parking spaces for use by such unsold units **or as may be advised by the Developer** and the Allottee hereby agrees and shall cause the Apex body to ensure that these car parking spaces are kept available for use by Developer/the buyers of the unsold units.
- bbb) Not to kill/sacrifice/slaughter or permit to be killed/sacrificed or slaughtered any living animals of any nature whatsoever except fish either within the said Unit or the said building or complex including the Common area for any purpose whatsoever or howsoever on any occasion whether religious or ceremonial nor do any act deed or thing which may hurt the sentiments of any of the other Owners and/or occupiers of the said housing complex. The practice of sacrificing /slaughtering the animal during the festive period of Kali Puja /Durga Puja, Bakra eid, Eid etc shall not be done or permitted within the said Housing Complex and the Apartment /Unit Owners shall strictly abide by maintaining such rule/restriction. The Apartment /Unit Owners of all caste, creed and religion shall be bound by this..
- ccc) Not to do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
- ddd) Not to install any air conditioner, except in the approved places and approved method.
- eee) Not allow or use any cable, internet or other service providers save and except those service providers whom the Developer or the Association might have selected or engaged. The Developer may at its discretion provide connectivity of various telecom/high speed broadband / other telecom and IT facilities to the Complex and for this purpose enter into contract with any eligible Service Provider and such contracts by the Developer with the Service Provider shall be honored.
- fff) Pay such further deposits/sinking fund contributions as required by the Developer/FMC/Association time to time for the common purpose and to keep the Complex one of the Best in the world.
- ggg) Only drills (and not manual hammers) can be used to drive nails/screws into the walls of the Apartment /Unit. However no drills can be used in the kitchen or the toilet without the supervision of the representative of the Developer or the FMC or the Association as the case may be (in order to prevent the puncture or leakage of concealed water pipe lines/ electrical conduits or wires).
- hhh) Gratings, should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines Fine may be imposed in case of failure to do so.
- iii) The lobbies and all common areas of the complex should be kept clean at all times and care should be taken not to litter with any kind of rubbish thrown here and there and keep it dirt-free..
- jjj) No games or sporting activities are allowed which may cause damage to the windows of units, to the landscaped gardens and the common facilities of the Complex.
- kkk) No tenant will be allowed to occupy any Unit unless the Allottee provides Police NOC, if required so that he may be recognized as a bona fide occupant of the Flat/Apartment for security purposes subject to up to date payment of Maintenance Charges..
- lll) Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas. The landscaped areas shall always be maintained as open areas and no occupier shall be allowed to construct



anything in these areas and the Allottee shall not trespass or allow any person to trespass over lawns and green plants within the Project

mmm). No bills shall be stuck anywhere on the Buildings or in any place within the Project.

nnn). No cooking will be allowed in the Common areas, Parking spaces and Servants Quarters by the Apartment /Unit Owner, any staff, servant, worker or anybody else except the places designated for the same by the Developer or the Maintenance Body or the Association.

ooo) Electrical fitting can only be made within underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.

ppp) Any damage to common property inflicted by any resident would be recoverable by compensation of the actual amount for repair / replacement plus compensation /service charges, if any .

qqq) The Developer, Maintenance Body or the Association reserves the right to frame the fit-out rules from time to time to establish the procedures for monitoring and controlling the Allottee's fit-out and Maintenance process so as to ensure that :

- (i) The fit-out works are carried out in accordance with the approved plans;
- (ii) The Fit-Out works are in compliance with the guidelines as framed by the Developer/Maintenance Body/Association.
- (iii) All the repairs required to be effected in respect of the doors, windows, internal installation (including sanitary installations) in connection with, or in relation to water , light, gas, power sewage, televisions, air-conditioners, and all other kinds of accessories within the area of such Apartment /Unit, if undertaken by the Allottee the said repair of interior work shall be done between reasonable hours so as not to cause any annoyance , nuisance and/or disturbance to the other co- buyers of the complex.
- (iv) The Allottee shall reimburse the Association for any expenditure that may have been incurred by it for repairing or replacing anything pertaining to common areas and facilities , such repairing or replacing being required to be effected due to any damage caused by such Allottee in respect of the common areas and facilities.
- (v) All Apartment /Units, except those specifically meant for non-residential purpose shall be used for residential purpose only. No residential unit shall be used for commercial use or use as guest house.

rrr) Every Allottee shall, undertake and complete all maintenance and repair work within his own Apartment /Unit , which if delayed , is likely to affect the property concerned, wholly or in part, and the Allottee will be solely responsible for the damage that his failure to undertake such work may cause to the said property or part thereof and shall also be liable on the said account for payment of damages as may be determined by the Developer/Association.

sss) The Individual Unit Owners must take utmost good care of the wooden doors to keep them in good condition by taking the following simple steps:

- (i) Door, Frame and Hardware should be cleaned every week by dry cloth;
- (ii) Door should be opened and closed at least twice a week
- (iii) Painting/ Polishing work should be done in every 2 years or if required early by observing the paint quality
- (iv) Room should be cleaned by anti infective floor cleaner at least twice a week
- (v) Bathroom Floor near door should be kept dry and proper ventilation should there in the bathroom.
- (vi) Polish should be done by professional polisher and branded materials should be used to avoid blistering.
- (vii) Door/ Frame should be painted by using oil based primer 2 coats +putty as required + 2 coats of paint.

ttt) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress and further the Owner or occupier of any Apartment /Unit shall not place or cause to be placed in the lobbies, vestibules, stair ways, corridors, elevators and other areas and facilities both common and restricted , any furniture package or object of any kind and such areas shall be used for no other purpose than for the normal transit through them.



A handwritten signature in black ink is written over a circular purple stamp. The stamp contains the text "KOLKATA HOUSING DEVELOPMENT CO. LTD." around the perimeter.

Uuu) Each Owner shall keep such Apartment /Unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances. Penalty will be imposed on any occupant who is caught .

vvv) The Allottee shall not interfere and/or break the Rules and Restrictions as provided herein and/or the covenants agreed upon and in the unlikely event of breach of any of these the Allottee shall make himself liable to pay damages and even police action.

www) No article shall be allowed to be placed in the halls or on the staircase landings or fire refuge nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Developer.

xxx) No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Flat/Apartment/Unit excepting such as shall have been approved by the Developer. The Flat/ Apartment /Units have been designed for split air conditioning only with provision for keeping outdoor units of the AC System or route to take refrigerant piping or water drainage lines, and the Allottee shall have to strictly follow while installing their AC Units.

yyy) Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Apartment /Unit-Owner/Lessee in whose Apartment /Unit it shall have been caused.

zzz) No radio or television aerial, electrical and telephone installation , machines etc shall be attached to or hung from the exterior or the roof of the building by the occupants.

aaaa) If any electrical points are installed on shear wall/RCC Wall of the Apartment /Unit then the same cannot be changed as the same may affect the structure of the Building. So any electrical point on shear wall/RCC wall can be changed/created after doing brick-work or paneling on that portion where electrical point/points are proposed to be installed so that shear wall/RCC wall remains untouched.

bbbb) Garbage from the Apartment /Units must be handed over in bags to the house keeping personnel at a specified time daily or in such manner as the Maintenance Body of the Building may direct or throw into dustbins provided for the purpose within the common service area as per directions of the Maintenance in charge.

cccc) No vehicle belonging to a Apartment /Unit Owner or to a member of the family or guest, tenant or employee shall be parked in the open space or in such manner as to impede access to the Buildings by another vehicle. Penalty shall be imposed on the Occupant for wrong parking and impeding access to the building.

dddd) The Apartment /Unit Owner is not to fix any antenna, equipment or any gadget on the roof or terrace of the building or any window antenna excepting that the Apartment /Unit Owner shall be entitled to avail of the cable connection facilities provided to all.

eeee) The access to the ultimate roof in common with others shall be permissible BUT not to use the common areas and installations including the roof of the said building for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.

ffff) Ensure that the domestic help/service providers visiting the said Apartment /Unit use only the common toilets and while so using, keep the common toilets clean and dry.

gggg) Use the spittoons / dustbins located at various places in the Project. The Allottees and their guests are expected to dispose off all rubbish and wastes in the pre positioned dust bins/spitpoons

hhhh) Not to install any openable gate outside the main door / entrance of the said Apartment /Unit.

iiii) Not to sub-divide the said Apartment /Unit and the Common Areas, under any circumstances.

jjj) Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment /Unit, the parking space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.



kkkk)Not to install or keep or run any generator in the Said Apartment /Unit or the Garage/Parking space, if any.

llll)Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.

mmmm).Not to cover the fire exits and balconies/terraces of the said Apartment /Unit.

nnnn)The balconies in the Apartment /Unit will always remain to be balcony covering will be permitted in the balconies so as to enclose the space or to disturb the aesthetics of the buildings of the Project. No interference to the elevation/ façade of the building will be permitted. Fixation of tiles /shade/color scheme in Walls of Balcony shall not be allowed. However, if Allottee still wants to put up railing, he can do so only if Architect permits him to do but in that case the visual appearance may change marginally

oooo)To ensure that any dispute arising with any employee or staff member is promptly dealt with and further that no demonstration /agitation/dharna of any kind takes place inside or in the vicinity of the Complex . The Allottee shall also ensure that its employees, agents, contractors or Associates do not in any way deface, vandalise or bring into disrepute the Complex by affixing posters, hanging festoons or doing any other act. In the event of such undesirable event taking place the Allottee is advised to take legal recourse.

pppp)To ensure that the Allottee complies with, obtains and keeps valid and subsisting all requisite permissions, license, registration and approvals including but not limited to, those under municipal laws, local laws, labour laws, environmental laws as are applicable for the use of the said Unit .

qqqq)The Allottee shall not make the Developer responsible for the temporary disruption and/or obstruction of common services in the said Unit for any reasons whatsoever. The Developer shall however make all reasonable efforts to set right the same as soon as possible;

rrrr)To pay to the Developer all costs, charges and expenses including costs and fees which may be incurred by the Developer in connection with or for common purpose or incidental to any services of the said Complex.

ssss)House rules may be added to, amended or repealed at any time by the Developer and after formation of the Association by the Holding Organization.

tttt)To allow the co-Owners and occupants to enjoy the right of easement and/ or quasi easements at the Units.

uuuuu). To co-operate with the other Co-Owners and the Developer/ Maintenance in charge in the management and maintenance of the said Project.

vvvv) To observe the rules framed from time to time by the Developer / Maintenance In charge.

xxxx. To deposit the amounts reasonably required with the Maintenance In charge towards the liability for rates and taxes and other outgoings.

yyyy).Not to sell any utility room or store room other than to a unit owner of the complex and Not to assign / transfer / handover or permit usage of any car / bike parking area to any outside other than to a unit owner of the building.

zzzz If the Developer installs Composter or any other environment friendly equipment in the Housing Complex for maintaining clean environment , in that case after formation and hand over of common purposes, the Association of Apartment Owners will continue to maintain the same in future.

aaaaa. The position of Kitchen and Toilets in each floor of Building blocks as per original plan cannot be shifted as it would affect the drainage system. It is the prerogative of the Unit Owners to preserve the Unit as per the Plan and any modification of the plan by shifting the toilet/kitchen from its original position to another position is strictly prohibited and the Unit Owner will become liable to pay a heavy penalty besides the cost of restoration.



bbbbb. The parties hereby expressly agree that this Agreement is being executed by the Owner and the Developer on the understanding that the covenants contained in this Agreement shall be strictly adhered to and performed by the Allottee. The Allottee further agrees, confirms declares and undertakes that considering the size and scale of the project, the terms and conditions as set forth herein are necessary and reasonable in order to protect the interest and right of all the Co-occupants.

cccc. The Allottee shall continue to keep deposited the amount of the 'Sinking Fund' and/or Corpus Deposit and/or other Deposits by whatever name called, if any, deposited by it with the Developer and deposit such further sum if so required on demand with the Developer or the FMC, AS THE CASE MAY BE, IN CONSULTATION WITH THE Advisory Body.

THE SCHEDULE ABOVE REFERRED TO:

(FIRE SAFETY RULES)

- Know your Building's evacuation plans
- Read the operating instructions of the Fire Alarm system, if any.
- Read the operating instructions on the body of the Fire Extinguishers if provided on your floor.
- Know the assembly area and the location of the fire fighting equipments installed outside your Apartment in your building.
- Dispose of unwanted items from your Apartment. These things may act as fuel to the fire.
- Do not use Terylene, Nylon, Polyester cloth in the kitchen nor wear ciferon/nylon sarees/dress and preferably use an apron while cooking.
- Keep Corridors, walk ways or passage ways free of obstruction.
- Instal Fire equipment at proper place inside your Apartment.
- To participate in Fire Mock Drill whenever conducted by the Facility Management team.
- Must readily have the Fire Station and Police Station telephone nos.
- Ultimate Roof Door should be kept open at all times.
- Heaters, Coffee Makers and all other electrical gadgets with exposed heating elements should never be left unattended while in operation and they should be unplugged after each use and operated away from combustible material such as files, curtains trash containers etc.
- Air-conditioner systems is to be maintained properly to avoid fires.
- Do not use Petrol, Diesel, Kerosene, Benzene etc. for floor cleaning purpose.
- Fire Crackers should be lit only at designated areas

THE SCHEDULE -..... ABOVE REFERRED TO

THESE RULES WILL APPLY TO ONLY THOSE FACILITIES AND AMENITIES WHICH ARE PROVIDED BY THE DEVELOPER IN THE PROJECT AS PER AGREEMENT.

SLNo	Maintenance Area	Item No	RULES
A	SECURITY SERVICES	i	Keeping a record of visitors entering the complex premises
		ii	Prevent any trespassing through the Complex compound
		iii	Guarding the Complex
		iv	Control Traffic and and prevent jams within internal roads and pathways
		v	Switching On/Off common lights

		vi	The operation of water supply when needed
		vii	The operation of Generator set when needed
		viii	The operation of lifts in case of electricity failure
		ix	The operation of Fire Fighting equipment when needed
B	GARDEN & LAWN	i	Water the plants late in the evening or early morning. Avoid excess watering. Grass should not be swampy or soaked.
		ii	Wet lawn should not be mowed.
		iii	Trimming, de-weeding & pruning of plants and removal of fallen debris
		iv	Water down all fertilizers
		v.	Use Organic fertilizers;
		vi	Use of pesticides and herbicides to get rid of insects.
		vii	Minimise use of foot and vehicle traffic on growing grass.
		viii	Avoid planting trees near building to avoid roots from penetrating concrete and cause cracks.
		ix	Regular inspection of sprinkler heads as they should be free of dirt to ensure uninterrupted water supply.
C	COMMUNITY HALL	i	Decorative items should not be stuck on painted walls.
		ii	The member renting the Hall shall be responsible to arrange cleaning.
		iii	Cooking Food should be avoided inside the Community Hall and it shall be done in the associated kitchen only
		iv	Music should be within set decibel limits and as per law.
D	GYMNASIUM (If Any)	i	Should have a qualified experienced trainer
		ii	Children below 16 years should not be allowed in Gym.
		iii	Usage of adhesive tape on floor not allowed.
		iv	AMC of equipments to be maintained.
		v	To be used at specified timing only
		vi	Outdoor shoes not to be permitted inside the Gym.



		vii	Keep a first-aid kit ready
		viii	Daily floor cleaning is recommended
		ix	Belts, chains and cables should be aligned with machine parts.
		x	Fire extinguisher should be functional at all times.
		xi	Entry and exit should be marked and monitored.
E	WATER TANKS	i	Drinking water will be supplied by Deep tubewell with filtered plant or by municipal water
		ii	Should be cleaned at regular intervals by a trained agency.
		iii	The manholes of the tank should be locked and secured to prevent anyone from falling accidentally.
		iv	If WTP is installed then trained operator should look after the water parameters regularly and should ensure that AMC is done.
		v	Trained plumber to check water supply pipe lines .
F.	GARBAGE COLLECTION	i	Dry and Wet garbage should be segregated as mandated by municipalities / Sanctioning Authorities.
		ii	Garbage bags should be used for maintaining hygiene.
		iii	There should always be a trolley placed under the garbage chute.
		iv	Follow the caution signals that are mentioned on the Chute .
		v	Do not throw boxes bigger than the size of the door of the chute
		vi	Ensure that the overhead disinfectant tank of the garbage chute is filled at regular intervals.
		vii	Manual cleaning of the moist place near the exit of the garbage once in 15 days.
		viii	Garbage collected from the garbage chute or manually collected should be disposed of either by recycling it within the complex premises or by reloading it into municipality truck.
G	LIFT/ELEVATOR	i	AMC to a reputed service provider /agency. It is always recommended to provide AMC to the original manufacturer of the Lift




		ii	The electrical connections, wiring, switches, plugs should be checked periodically.
		iii	Spitting or throwing garbage inside the elevator is strictly prohibited.
		iv	Safety instructions to be followed during emergency should be displayed inside the lift.
		v	Use panic button /intercom unit provided in the elevator in case of emergency.
		vi	All mechanical equipment rooms that contain elevator machinery should have limited and authorized access
		vii	Children less than 10 years should not be permitted inside the elevator alone
		viii	Do not use elevator in case of fire and earthquake
		ix	Heavy and oversized articles and articles like petrol, diesel, kerosene should not be allowed in the elevator.
		x	Smoking, Drinking and eating should be prohibited within the elevator.
II	FIRE FIGHTING EQUIPMENT	i	AMC for Fire extinguishers, Fire Extinguishers, Fire Alarm System,
		ii	The Stair Case, the common passage should be kept free for smooth movement in case of fire breakage
		iii	Refuge area should be vacant and not used for any other purpose
		iv	Regular mock fire drill exercises should be Done
		v	Fire fighting Agency / Vendor needs to be informed immediately if the Fire Fighting system becomes non-functional.
		vi	In case of emergency, the contact details of the Fire Brigade and/or any other Authority for the purpose should be ready and handy.
		vii	In case of fire, the evacuation procedure should be well defined
		viii	Fire Protection equipments in High Rise Building includes Sprinklers and Fire detection alarm system which should be tested time to time.
		ix	Assembly point in the Complex compound should be




			clearly indicated.
I	RAIN WATER HARVESTING (if any)	i	Regular maintenance to avoid rodents, algae growth and insects.
		ii	Mosquito proof container should be used for storing rain water
		iii	The system should be periodically maintained so as to keep the system clean and operational.
		iv	Storage tank should be properly covered and secured.
		v	Do not throw any toxic material in the system.
J	PLUMBING	i	Keep the toilets, Bathrooms, Kitchen sinks clean by using recommended cleaning product, thus avoiding damage to the cleaning system.
		ii	Separately dispose sanitary napkins, tampons, disposable nappies, baby wipes, cotton wools, etc and do not drain them down the toilet.
		iii	Ensure that metals, wood, medicines, glue, plastic or any hard substance is not pushed down the drain.
K	MATTERS THAT NEED PERMISSION FROM FIRE SAFETY DEPARTMENT	i	Changes in Pipeline Changes in gas pipe line (if any) Changes in Fire fighting Equipment Changes in Smoke Detectors
L	MATTERS THAT NEED PERMISSION FROM GOVERNING BODY OF COMPLEX	i	Changes to entry to your house Renovation to be done Pest treatment Installing TV Antenna Putting grill in balcony Putting security door outside the entrance Installing temporary cover on roofs
M	DG		DG may be auto or manual. Power from DG can be utilized for Common area lighting, Lift, Pumps etc. or for running basic electrical appliances viz lights, fans, television in the individual flats/apartment or units as at the time of load shedding. Use of excess load will cause disconnection.




DISCLAIMER:

That all terms and conditions as mentioned herein are as per the contractual understanding between the parties and are not in derogation of/or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations. The Developer has made all the disclosure /disclaimers in respect of the project and the Allottee(s) has agreed to not make any claims or raise any dispute including any claim related to defect liability against the Developer in respect of all the disclosure as mentioned in the Agreement.

SCHEDULE-..... HEREIN ABOVE REFERRED

PART - I

(Description of "Project Land")

ALL THAT undivided and undemarcated piece and parcel of land containing an area of 209.5 Decimal be the same a little more or less situated and lying at Mouza- Manikpur, J.L.No.77, Sonarpur, South 24 Parganas comprising R.S & L.R Dag Nos.644, 673 & 674, corresponding LR Khatian No 1442, Holding No.387 N.S.Road, Ward No.23, under Rajpur Sonarpur Municipality, P.S Sonarpur, District South 24 Parganas, Kolkata-700148, and also is butted and bounded on all sides as follows:-

ON THE NORTH - L.R & RS. Dag No.643, 641 & 674 (P).

ON THE SOUTH- L.R & RS. Dag No.672 & 674 (P).

ON THE EAST- Mouza-Malancha.

ON THE WEST- L.R. & R.S. Dag No.645, 688, 670 & 689

PART-II

(Description of the Apartment and Covered /Open car parking Space (if any))

ALL THAT the residential Apartment being No....., on the Floor.....Block..... having total carpet/saleable including exclusive balcony area.....sq. Ft. corresponding to builtup area _____sqr.ft., in the project "Greenfield City Phase- II" together with exclusive right to use one Open Covered/ Dependent/ Independent parking.....space..... situated on the Portion together with proportionate share in land open /underneath upon which the said buildings situated at Mouza- Manikpur, J.L.No.77, Sonarpur, South 24 Parganas comprising R.S & L.R Dag Nos.644, 673 & 674, corresponding LR Khatian No 1442, Holding No.387 N.S.Road, Ward No.23, under Rajpur Sonarpur Municipality, P.S. & A.D.S.R. office at Sonarpur, District South 24 Parganas, Kolkata-700148.



SCHEDULE-..... HEREIN ABOVE REFERRED

PART - I

(price & payment plan)

TOTAL PRICE

The Total Price for LIG Flat/ Apartment no.on theFloor in Building Block no..... at Greenfield City Phase-2 is Rs..... (Rupeesonly). The break-up and description of which are as provided herein below:

<u>TOTAL PRICE</u>	
Part I (Consideration)	
Flat /Apartment no.	[*]
Particulars	Amount (Rs.)
Apartment	[*]
Parking Space	[*]
Car Parking Covered independent/ covered dependent parking / open independent / open dependent (User Rights)	
Total Part I	[**]
Part II (Extra Charges & Deposits)	
DG Backup Facility Charges/Generator Chares	[*]
Transformer & HT Lines	[*]
Advance Maintenance Charges for 2years	[*]
Total Part II [Summation of all Extra Charges	[**]
<i>Except Maintenance Security Deposit and Legal/Documentation/Incidental Charges]</i>	
GST as applicable on Unit & Parking space	[*]
GST as applicable on Extra Charges	[*]
GRAND TOTAL (Part I & Part II)	[***]

In addition to the aforesaid Total Price, the following charges shall be paid at actual or as mentioned by the Developers as per payment schedule.

- Maintenance Security Deposit
- Legal & Documentation charges for registration of the Agreement for Sale and the Deed of Conveyance.
- Stamp Duty/Registration charges/commissioning charges (if any) and other Incidental expenses.
- Taxes and levies as may be applicable.



PAYMENT SCHEDULE

<u>Particulars</u>	<u>Due On</u>	<u>Amount Payable on Against Demand Of</u>
Application Fee	On Application	On Application
On Allotment	On Allotment (payable within 30days)	10% of Total Price Part I Consideration – Less Application Money
1 st Installment	On Completion of Ground Floor (payable within 30days)	15% of Total Price Part I Consideration
2 nd Installment	On Completion of 1st Floor (payable within 30days)	10% of Total Price Part I Consideration
3 rd Installment	On Completion of 2nd Floor (payable within 30days)	15% of Total Price Part I Consideration
4 th Installment	On Completion of 3 rd Floor (payable within 30days)	10% of Total Price Part I Consideration
5 th Installment	On Completion of Brickwork (payable within 30days)	15% of Total Price Part I Consideration
6 th Installment	On Completion of Plaster /Flooring (payable within 30days)	15% of Total Price Part I Consideration
7 th Installment	On Completion & Possession	10% of Total Price Part I Consideration + 100% of Extra Charges & Deposits of Total Price Part II Consideration

*** GST/Taxes extra as applible payable all with the above installment payments

*** 50% of the Legal /Documentation charges payable during execution Agreement For Sale along with applicale Registration fees/stamp duty and remaining payable on Possession /Handover/Execution of Deed of Conveyance (whichever is earlier)

***** 50% of the Legal /Documentation charges payable during execution of Deed of Conveyance along with applicale Registration fees/stamp duty payable and remaining payable on Possession /Handover/Execution of Deed of Conveyance (whichever is earlier)

***** Maintenance Security Deposit as mentioned in the General Terms and Conditions payable on Possession /Handover/Execution of Deed of Conveyance (whichever is earlier)



IN WITNESS WHEREOF parties herein above 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, month and year first above written.

**SIGNED AND DELIVERED BY THE WITHIN
NAMED: OWNER:**

Please affix
Photographs
& sign
across the
photograph

For West Bengal Housing Board

(Authorized Signatory)

**Bengal Greenfield Housing Development Company
Limited
Constituted Attorney to West Bengal Housing Board**

Name:

Address:

**SIGNED AND DELIVERED BY THE WITHIN
NAMED: DEVELOPER**

Please affix
Photographs
& sign
across the
photograph

For Bengal Greenfield Housing Development Company Limited

(Authorized Signatory)

Name

:

Addr

ess:



A handwritten signature in blue ink, appearing to be "S. S. S.", written over the bottom of the stamp.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
ALLOTTEE: (including joint allottee)**

1. Signature _____
Name _____
Address _____

Please affix
Photographs
& sign
across the
photograph

2. Signature _____
Name _____
Address _____

Please affix
Photographs
& sign
across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

Drafted and prepared by:

