

**AGREEMENT FOR SALE**

This Agreement for Sale (**Agreement**) executed on this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_

**BY AND BETWEEN**

**Bengal Greenfield Housing Development Company Limited (CIN \_\_\_\_\_)**, a joint sector company incorporated under the provisions of the Companies Act, 1956, having its office at 84/1B, Topsia Road (South), 4<sup>th</sup> Floor, Hitech Chambers PO \_\_\_\_, PS \_\_\_\_\_, Kolkata 700 046, West Bengal, having Income Tax PAN \_\_\_\_\_, of the **First Part**, represented by its Authorised Signatory **Mr. \_\_\_\_\_**, son of Mr. \_\_\_\_\_, by occupation Service, having Income Tax PAN \_\_\_\_\_, Aadhaar No. \_\_\_\_\_ by faith Hindu, by citizenship Indian, working for gain \_\_\_\_\_, duly authorised by a Board Resolution dated \_\_\_\_\_ hereinafter referred to as the **"Promoter"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors –in- interest, and permitted assignees);

AND

{If the Allottee is a company}

....., (CIN No.....), a company incorporated under the provisions of the Companies Act (1956, or the Companies Act, 2013) as the case may be), having its registered office at....., (PAN .....,), represented by its authorized signatory, ....., (Aadhar No.....) duly authorized vide board resolution dated....., hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns).

{OR}

{If the Allottee is a Partnership}

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

{OR}

(If the Allottee is an Individual)

Mr/Mrs....., (Aadhar No.....), son/daughter of ....., aged about ....., residing at ....., (PAN.....), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

(OR)

(If the allottee is a HUF)

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

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

**DEFINITIONS:**

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

- a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).
- b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- c) "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- d) "**Section**" means a section of the Act.

**W H E R E A S:**

- A. The West Bengal Housing Board ("Owner") is the absolute and lawful owner of All That piece and parcel of land measuring about .....square meters equivalent to \_\_\_\_\_ acres comprised in LR Plot Nos. 3082 (P) and 3083(P), under LR Khatian No. \_\_\_\_\_, comprised in Mouza Ghuni, J.L. No. 23, under Jyangra-Hatiara No. 2 Gram Panchayat, PS \_\_\_\_\_, District North 24 Parganas, West Bengal, ("**Said Land**") vide several sale deed(s), detailed description whereof is given in Annexure I hereto. The Owner and the Promoter have entered into a Development Agreement dated \_\_\_\_\_ registered at the Office of \_\_\_\_\_ and recorded in Book I, Volume No. \_\_\_\_\_, Pages from \_\_\_\_\_ to \_\_\_\_\_, being Deed No. \_\_\_\_\_ for the year \_\_\_\_\_.
- B. The Development Agreement, inter alia, stipulated that the Promoter, at its own costs and expenses, would construct a housing complex at the Said Land to be named comprising of residential apartments for people from higher income groups (HIG), middle income groups (LIG) and lower income groups (LIG).

- C. In pursuance of the Development Agreement, the Owner had granted a Power of Attorney dated \_\_\_\_\_ to the Promoter.
- D. The Said Land is therefore earmarked for the purpose of building a residential project comprising multistoried apartment buildings out of which 1 (one) IV storied building named 'Decent' (Block VII) are for LIG, 2 (two) G + IX storied buildings named 'Subtle' (Block V) and 'Gentle' (Block VI) and 4 (four) buildings for HIG being 1 (one) B+G+XI storied building named 'Grace', 1 (one) B+G+X storied building named 'Glory', 1 (one) B+XI storied building named 'Panache' and 1 (one) B+XI storied building named 'Plush' along with open and covered car parking spaces together with a community hall exclusively for MIG and LIG allottees and a Club Royal exclusively for HIG allottees along with various other amenities and facilities and the Project is known as Greenfield Elegance ("Project"). There are certain facilities and utilities within the MIG Block (hereafter the "MIG and LIG Common Area") which are to be exclusive owned and used by the allottees of MIG and LIG Apartments. Similarly, there are certain facilities and utilities within the HIG Block (hereafter the "HIG Common Area") to be exclusive owned and used by the allottees of HIG Apartments. There are some common areas which are for the common services of the entire project and for common usage of all allottees (hereafter the "Complex Common Area").
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner regarding the Said Land on which project is to be constructed have been completed.
- F. The.....JyangraHatiara Gram Panchayat II and the New Town Kolkata Development Authority has granted the commencement certificate to develop the project vide approval dated.....being registration no.....
- G. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from the JyangraHatiara Gram Panchayat II and the New Town Kolkata Development Authority. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable;
- H. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at .....on.....under registration no.....;

- I. The Allottee had applied for aHIG apartment in the Project vide application no.....dated.....and has been allotted apartment no.....having carpet area of .....square feet,type, on.....floor in (tower/block/building) no.....("Building")along with..... (please inset the location of the garage/covered parking), as permissible under the applicable law and of pro rata share in the MIG and LIG Common Area and the Complex Common Area as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**) and the construction specifications and facilities and amenities are morefully described in **Schedule D** and the common areas specific to the Apartment are morefully described in **Schedule E**;
- J. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Allottee, being interested to own an Apartment in the Project has inspected, scrutinized and is satisfied of the title of the said Land, the sanctioned plan and the final layout plan and other documents relating to the Project and has approached the Promoter for purchase of the Apartment.
- K. 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;
- L. The Allottee has represented to the Promoter that the Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- M. 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;
- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/covered parking (if applicable) as specified in Para I;

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

1. **TERMS:**

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in Paragraph I;
- 1.2. The Total Price for the Apartment based on the carpet area is Rs. ....(Rupees.....) Only (“Total Price”)

Block/Building/Tower No.....	<b>Rate of Apartment per square feet = Rs. _____</b>
Apartment No.....	out of which
Type.....	Cost of apartment is Rs. _____/- per square feet;
Floor.....	Cost of exclusive open terrace areas is Rs. _____/- per square feet;
	Cost of preferential location charges is Rs. _____/- per square feet;
	Cost of proportionate cost of common areas is Rs. _____/- per square feet;
Maintenance Charges	Rs. _____/- per square feet
Total (in Rupees)	

AND

Garage/Covered parking-1	Price for 1
Garage/Covered parking-2	Price for 2
Total (in Rupees)	

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T and cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter by whatever named called) up to the date of handing over the possession of the Apartment to the Allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the partial occupancy certificate; Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification;

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee 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 the Apartment includes recovery of price of land, constructions of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles (if applicable), tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para II etc., and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- 1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter 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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the Allottee.
- 1.4. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule "C" ("Payment Plan")**.
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ .....% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule "D" and Schedule "E" (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment or Building, as the case may be, without the previous written consent of the Allottee, as per the provisions of the Act.
- Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Partial Occupancy Certificate or Completion Certificate as the case may be 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 Promoter. If there is any reduction in the carpet area then Promoter shall refund the excess money paid by the Allottee within 45 (fortyfive) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 3 (three) percent of the carpet area of the Apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment;
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the association of allottees after duly obtaining the Completion Certificate as the case may be from the competent authority as provided in the Act;
  - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles (if applicable), tiles, doors, windows, fire detection and fire-fighting equipment in the common

areas, maintenance charges as per para 11 etc., and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

(iv) The Allottee has the right to visit the project site to assess the extent of development of the Project and its Apartment, as the case may be.

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

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

1.11. The Allottee has paid a sum of Rs.....(Rupees.....Only) as booking amount being part payment towards the Total Price of the Apartment/at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (Schedule C) as may be demanded by the Promoter 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 shall be liable to pay interest at the State Bank of India Prime Lending Rate plus 2% per annum.

## 2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as



mentioned in the Payment Plan through a/c payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of .....payable at .....

**3. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

**3.1.** The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modifications(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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of the 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.

**3.2.** The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

**4. ADJUSTMENT/APPROPRIATION OF PAYMENT**

The Allottee authorizes the Promoter to adjust and 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 Promoter to adjust his payments in any manner.

**5. TIME IS ESSENCE**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C ("Payment Plan")**.

## 6. CONSTRUCTION OF THE APARTMENT

The Allottee has seen the proposed layout, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which have been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the New Town Kolkata Development Authority Act, 2007 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE APARTMENT

- 7.1. **Schedule for possession of the Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on ....., unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment: Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the

Promoter from the allotment within 45 (forty five) days from the date of termination of allotment. The Promoter shall intimate the Allottee of such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc., against the Promoter and/or the Apartment and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2. Procedure for taking possession:** The Promoter, upon obtaining the Partial Occupancy Certificate from the competent authority, shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of Partial Occupancy Certificate. (Provided that in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of Partial Occupancy Certificate). The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be, after the issuance of the Partial Occupancy Certificate for the project. The Promoter shall hand over the Partial Occupancy Certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.
- 7.3. Failure of Allottee to take possession of the Apartment:** Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.
- 7.4. Possession by the Allottee:** After obtaining the Partial Occupancy Certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, as per the local laws. Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within 30 (thirty) days after obtaining Partial Occupancy Certificate or Completion Certificate as the case may be.
- 7.5. Cancellation by Allottee:** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty five) days of such cancellation.

- 7.6. Compensation:** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by it in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty five) days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the State Bank of India Prime Lending Rate plus 2% per annum for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the promoter to the Allottee within 45 (forty five) days of it becoming due.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

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

with all applicable laws in relation to the Project, said Land, Building, the Apartment and common areas;

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the Apartment which will, in any manner, affect the rights of the Allottee under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The said 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 said Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the Partial Occupancy Certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES :**

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

- (i) The Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para,

'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which Partial Occupancy Certificate has been issued by the competent authority;

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

**9.2.** In case of Default by the Promoter under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the State Bank of India Prime Lending Rate plus 2% per annum within 45 (forty five) days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the State Bank of India Prime Lending Rate plus 2% per annum, for every month of delay till the handing over of the possession of the Apartment which shall be paid by the Promoter to the Allottee within 45 (forty five) days of it becoming due.

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, then the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the State Bank of India Prime Lending Rate plus 2% per annum;
- (ii) In case of default by Allottees under the condition listed above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the amount of money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

(iii) In the event of any default on the part of the Allottee to pay the proportionate share of all common maintenance charges and outgoings towards the common areas of the residential complex including club house after taking over possession of the Apartment, the Allottee shall be liable to pay interest at the rate of the State Bank of India highest marginal cost of lending rate plus 2% per annum on the amounts lying in arrears and if such default continues for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities and/or utilities mentioned hereafter and the Promoter and/or association of allottees as the case may be shall be entitled to and the Allottee hereby consents:

- a) to discontinue the supply of electricity to the Allottee's Apartment
- b) to discontinue the supply of water
- c) to withdraws the lift facilities to the Allottee and/or to the members of his family including the Allottee's visitors, servants and agents
- d) to discontinue the facility of DG Power back-up
- e) to discontinue the facilities of resident's club to the Allottee, family members and guests

And such facilities shall not be restored until the Allottee makes payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate including all costs charges and expenses incurred till then by the Promoter and/or the association of allottees for realization of the amounts lying in arrears.

#### 10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Total Price of the Apartments as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the partial occupancy certificate to the Allottee:

(Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 (three) months from the date of issue of occupancy certificate). However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee. Such withholding will not be construed as a breach or default on the part of the Promoter as the same will not be attributable to the Promoter.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development, other than any defect that may arise due to the Allottee's covenants under Clause 15, is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, subject to Force Majeure, and in the event of the Promoter'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.

**13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

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

**14. USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within Greenfield Elegance, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the allottees for rendering maintenance services.

**15. COMPLIANCE WITH RESPECT TO THE APARTMENT:**



- 15.1.** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc., of the Building is not in any way damaged or jeopardized.
- 15.2.** The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc., on the face / façade 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 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 walls of the Apartment.
- 15.3.** The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4.** The right, title and interest of the Allottee is confined only to the Apartment and the Promoter is entitled to deal with and dispose off all other portions of the Project to third parties at the sole discretion of the Promoter, to which the Allottee, under no circumstances, shall be entitled to raise any objection.
- 15.5.** The Allottee shall not do any act, deed or thing whereby the construction of the Apartment and/or the Project is in any way hindered or impeded.
- 15.6.** The Allottee shall not claim any right or share over MIG and LIG Common Area and its rights and share shall be restricted to the HIG Common Area and the Complex Common Area only.
- 15.7.** The Allottee shall make all payments and perform all obligations as stipulated in this Agreement. The Allottee shall not in any way commit breach of the terms and conditions herein contained.
- 15.8.** Before the delivery of possession, the Allottee shall pay to the Promoter all amounts due and payable towards the Total Price.

- 15.9.** On the date of possession, the Allottee shall be deemed to be completely satisfied with all aspects of the Apartment, including the measurement of the Apartment, with regard to which the Allottee shall accept the measurement of the architect of the Promoter as final and binding.
- 15.10.** The Allottee shall pay the rates and taxes (proportionately for the Project and wholly for the Apartment, from the date of possession and until the Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills raised by the Promoter or the association of allottees as the case may be.
- 15.11.** The Promoter shall have the first charge and/or lien over the Apartment for all amounts remaining outstanding from the Allottee.
- 15.12.** The Allottee shall share the actual cost of formation of the association of allottees;
- 15.13.** Obligations of the Allottee: On and from the date of possession, the Allottee shall:
- (a) Co-operate in the management and maintenance of the Building and the common areas;
  - (b) Observe the rules framed from time to time by the Promoter/association of allottees for the beneficial common enjoyment of the Building and the Project.
  - (c) Use Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow to be used the Apartment for commercial, industrial or other non-residential purposes. The Allottee shall also not use the Apartment as a religious establishment, guest house, serviced apartment, mess, hotel, restaurant, nursing home, club, school or other public gathering place.
  - (d) Not use the Apartment or the Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building/Project and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
  - (e) Not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
  - (f) Not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Apartment and the Parking Space, if any;
  - (g) Not violate any of the rules and/or regulations laid down by the Promoter and/or the association of allottees for the use of the Common Areas.
  - (h) Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated thereof.
  - (i) Not carry on or cause to be carried on any illegal or obnoxious or injurious activity in or through the Apartment, the Parking Space, if any or the Common Areas.

- (j) Give to the allottees of the other apartments, the necessary vertical, horizontal and lateral support for their apartments and reciprocate and recognize the rights of the other apartment allottees in the Project.
- (k) Become and remain a member of the association of allottees, to be formed by and consisting of all the allottees in the Project, for the purpose of attending to the various matters of common interest, including repairs, maintenance, white washing, painting, etc within the residential complex and to maintain the roads, compound walls and all other common areas. For this purpose, the Allottee will execute the power of attorney, declaration as provided under the West Bengal Apartment Ownership Act, 1972 and Rules thereof. The Allottee will observe and perform the terms and conditions, bye laws and the rules and regulations laid down by the Promoter when the Association of Allottees is not formed and also rules and regulations prescribed by such Association of Allottees;
- (l) Use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the residential complex in common with the other apartment allottees and permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other apartment allottees, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases, etc., and to use the same as aforesaid and/ or in accordance with the rules, regulations, bye laws and terms and conditions of the association of allottees.
- (m) Not park any vehicles in any part of the said Land, except in the parking area which shall be specifically allocated and earmarked for the Allottee.
- (n) Indemnify and keep the Promoter saved, harmless and indemnified in respect of all losses, damages, claims, demands, costs, proceedings and actions arising due to any non-payment or other default of the Allottee in compliance of the terms and conditions contained in these presents.
- (o) Not damage or demolish or cause to be damaged or demolished the Apartment or any part thereof or the fittings and fixtures affixed thereto.
- (p) Not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts.
- (q) Not permit to be done any act or thing which may render void or make voidable any insurance in respect of the Apartment or any part of the Building or cause increased premium to be payable in respect thereof if the Building is insured.
- (r) Not overload and/or draw excess electricity so as to cause overloading of the electricity connection.
- (s) Not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna.

- (t) Not object to the sale of any unsold stock by the Promoter to any other person and/or persons as the Promoter in their absolute discretion may deem fit and proper.
- (u) Not use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- (v) Not park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the Promoter.
- (w) Not let, or part with possession of the Parking Space excepting as a whole with the Apartment to anyone else excepting to a person who owns another apartment in the Building.
- (x) Not encumber the Apartment in any manner except for raising the housing loan from any reputed financial institute or bank, etc for payment of the Total Price under this agreement, prior to conveyance of the Apartment by the Promoter to the Allottee.

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

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

**17. ADDITIONAL CONSTRUCTIONS:**

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

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

After the Promoter executes this Agreement it shall not mortgage or create a charge on the 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 the Apartment.

**19. WEST BENGAL APARTMENT OWNERSHIP ACT, 1972:**

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter shall comply with the various laws/regulations as applicable in West Bengal.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the ADSR, Rajarhat or Additional Registrar of Assurances IV, Kolkata as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Additional District Sub-Registrar, Rajarhat or Additional Registrar of Assurances IV, Kolkata for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, the 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. The stamp duty, registration fees, legal and any other incidental charges and fees payable in relation to registration of this Agreement shall be borne and paid by the Allottee as may be prevailing at the time of registration thereof.

**21. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment, as the case may be.

**22. RIGHT TO AMEND:**

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

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:**

The Allottee shall be entitled to nominate its rights under this Agreement to any person but only with the prior written consent of the Promoter and subject to payment to the Promoter of a nomination fee of Rs. \_\_\_\_\_ . 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 Apartmentand the Project shall equally be applicable to and enforceable against any subsequent allottees of the

Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**24. WAIVER NOT A LIMITATION TO ENFORCE:**

**24.1.** The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan(Schedule C) 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 Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

**24.2.** Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**25. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the apartments in the Project.

**27. FURTHER ASSURANCES:**

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

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub-Registrar, Rajarhat or Additional Registrar of Assurances IV, Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

**29. NOTICES:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered/Speed Post at their respective addresses specified below

\_\_\_\_\_ Name of Allottee  
 \_\_\_\_\_ (Allottee Address)

M/s. \_\_\_\_\_ Promoter name  
 \_\_\_\_\_ (Promoter Address)

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

**30. JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

**31. SAVINGS :**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the Apartment, prior to the execution and registration of this Agreement for Sale for such

Apartment shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996 before a Sole Arbitrator to be appointed by the Promoter. The venue and seat of arbitration shall be at Kolkata. The award of the Arbitrator shall be final and binding upon the parties.

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

SIGNED AND DELIVERED BY THE WITHIN

NAMED Allottee: (including joint Allottees)

(1) Signature.....  
Name.....  
Address.....

(Please affix photograph and  
sign across the photograph)

(2) Signature.....  
Name.....  
Address.....

(Please affix photograph and  
sign across the photograph)

SIGNED AND DELIVERED BY THE WITHIN

NAMED Promoter:

(1) Signature.....  
Name.....  
Address.....

(Please affix photograph and  
sign across the photograph)



At.....on.....in the presence of :

WITNESSESS :

(1) Signature.....

Name.....

Address.....

(2) Signature.....

Name

Address.....

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE (APARTMENT/PLOT) AND THE TILE GARAGE/COVERED  
PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE "B"

FLOOR PLAN OF THE APARTMENT

SCHEDULE "C"

PAYMENT PLAN

SCHEDULE "D"

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THEAPARTMENT/PLOT)

Structure	Toilet
RCC Frame	Anti-skid tiles for floors, dado with ceramic tiles
Exterior Finish	Windows
Blending of water proof acrylic base paint and other decorative finish	Aluminum glazed windows openable type-Hindalco make or equivalent
Staircase	Doors
(a) Upto first floor landing granite (b) For typical floor-kota (c) Neat cement finish for fire escape stair	(a) Main door-teak wood paneled doors (b) Internal door incl. Toilet-commercial type flush door
Lift Facia	Interior Finish
Lift facia of granite/vitrified tiles for all floors	Wall putty for internal walls and ceiling
Lobby (Ground)	Roof
Mix of granite & vitrified tiles	Roof tiles
Lobby (Typical Floor)	Car Parking
Vitrified tiles	Kota

Balcony	Lift
SS railing with toughened glass cover	OTIS / Equivalent
Flooring	Communication
Vitrified tiles in living room, dining room, balcony & bedroom (600mm x 600mm) branded	Intercom/CCTV
Kitchen	Electric
Vitrified tiles for flooring ceramic tiles upto 3 ft. height above kitchen counter with granite slab and stainless steel sink	* AC points in all bedrooms + living cum dining * provision for adequate lights and geyser points

#### SCHEDULE "E"

##### HIG COMMON AREA

1. Roof: The roof and/or terrace above the top floor of the Building.
2. Passages and lobbies: All the common passages, corridors, areas and lobbies in the Building and its entrance lobby.
3. Staircase: The staircases of the Building including the stair headroom.
4. Electrical: The entire electrical installations, cables and equipments for providing electricity to the Building and the spaces in the Building where the same are installed including the spaces where the electrical meters and electrical panels are installed as well as the light fixtures at the staircase, lobbies, corridors and other common areas of the Building.
5. Water: The entire spaces, rooms, equipments, tanks, reservoirs and pipes for supply of water to the Apartments.
6. Drainage: All drains, sewers, ducts and pipes for common facilities of the Apartments.
7. Walls: All outer walls of the Building and outer portions of the walls of the Apartments on the common passages.
8. Drainage: All drains, sewers and pipes for common facilities of all the buildings in the HIG Block.
9. Electricals: The entire electrical installations, cables and equipments for providing electricity to the Buildings and the HIG Block.
10. Club Royal
11. Gate complex: HIG entrance gates and the security room(s)
12. Internal Roads: All internal roads including pathway if any, and driveways connecting the HIG Blocks and Club Royal.
13. Lawn 1 and 2
14. Landscape Area
15. Children's Play Area
16. Outdoor Games Area

## COMPLEX COMMON AREA

1. Boundary Wall
2. Fire Fighting System
3. Sewerage Treatment Plant (STP): STP including tank, STP flush water pump, all the equipments, pipelines, cables, electrical equipments, etc.
4. Open Space: All open areas in the complex except Lawn 1, 2, 3, Landscape Area, Children's Play Area and Outdoor Games Area.
5. Internal Roads: All internal roads including pathway if any, and driveways.
6. Underground Reservoir and Pump Room: Entire civil structure, pumps, pipelines, electrical panels, cables, etc complete.
7. Electric Sub Station