

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") made at [•] on this the [•] day of [•], 20 by and between

(1) **MR. SUBHAS SARKAR** (having Income Tax PAN No. CMSPS3695H), son of late Mr. Pranabeswar Sarkar, aged 72 (seventy two) years and having [(Aadhaar No. [•])]¹; and (2) **MRS. RATNA SARKAR** (having Income Tax PAN No. FMVPS4570K), wife of Mr. Subhas Sarkar, aged 65 (sixty five) years and having [(Aadhaar No. [•])]², both residing at Surul, Post Office – Sriniketan, Birbhum (hereinafter collectively referred to as the "**Owners**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, administrators, representatives and assigns) of the **FIRST PART**;

AND

HILAND PROJECTS LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at 225C, AJC Bose Road, 4th floor, post office – Circus Avenue, police station – Ballygunge, district – South 24-Parganas, Kolkata – 700 020, West Bengal, having PAN No. AABCN6185D and CIN No. U45400WB1983PLC036343, represented by its authorized signatory **Mr. [•]** (Aadhaar No. [•]), son of Mr. [•], by faith – [•], by occupation – [•], by Nationality - [•], working for gain at 225C, AJC Bose Road, 4th floor, post office – Circus Avenue, police station – Ballygunge, district – South 24-Parganas, Kolkata – 700 020, West Bengal, having personal PAN No. [•], duly authorised *vide* board resolution dated [•] (hereinafter referred to as the "**Developer**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and assigns) of the **SECOND PART**;

AND

MR./MS. [•] [(Aadhaar No. [•])]³, son/daughter/wife of [•], aged [•] years, by nationality [•], having his/her permanent residence at [•] and having PAN No. [•], *through his/her duly constituted power of attorney holder/guardian [•]

AND

****MR./MS.[•]** (Aadhaar No. [•]), son/daughter/wife of [•], aged [•] years, by nationality [•], having his/her permanent residence at [•] and having PAN No. [•], *through his/her duly constituted power of attorney holder/guardian [•] (hereinafter [singly/ jointly] referred to as the "**Allottee**", which expression shall, unless excluded by the context or otherwise, include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.⁴

(**strike off if not applicable*)

(***to be filled up in case of joint allottees*)

OR

[•], a company incorporated under the provisions of the [Companies Act, 1913/Companies Act, 1956/Companies Act, 2013]*, with its registered office at [•] and having PAN No. [•] and CIN No. [•],

¹ **Comment:** May be deleted in the event that the owner does not have an Aadhar number.

² **Comment:** May be deleted in the event that the owner does not have an Aadhar number.

³ **Comment:** May be deleted in the event that the customer does not have an Aadhar number.

⁴ **Comment:** To be replicated if there are more than two allottees.

represented herein by Mr./Ms. [•] (Aadhaar No. [•]), son/daughter of Mr./Ms. [•], by nationality - Indian, aged [•] years, having PAN No. [•], duly authorised *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 successors-in-interest and permitted assigns) of the **THIRD PART**.

(* *strike off the description which is not applicable*)

OR

[•], a partnership firm/limited liability partnership registered under the [Indian Partnership Act, 1932/Limited Liability Partnership Act, 2008]*, having its principal place of business at [•] and having PAN No. [•], represented herein by its authorised partner Mr./Ms. [•] (Aadhaar No. [•]), son/daughter of Mr./Ms. [•], by nationality – Indian, aged [•] years, having PAN No. [•], duly authorised *vide* 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 the partners or partner for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **THIRD PART**.

(* *strike off the description which is not applicable*)

OR

MR. [•] (Aadhaar No. [•]), son of Mr. [•], by nationality – Indian, aged [•] years, having PAN No. [•], for self and as the Karta of the Hindu Joint Mitakshara Family known as [•] HUF, having its place of business/ residence at [•] and having PAN No. [•] (hereinafter referred to as the “**Allottee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The Owners, the Developer and the Allottee are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- I. The Owners were seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of land admeasuring about 5.27 (five decimal two seven) acres (equivalent to 527 (five hundred and twenty seven) decimals), be the same a little more or less, with all rights, liberties, properties appurtenant thereto lying at Mouza:- Kamarpara, J. L. No. 131, Police Station:- Illambazar, under Illambazar Gram Panchayat of Illambazar Block of Birbhum District (hereinafter referred to as the “**Owned Land**” and more fully and particularly described in the **First Schedule** written hereunder and delineated and demarcated in Annexure – A hereto);
- II. The Owners, being desirous of developing and commercially exploiting the Owned Land, entered into a development agreement with the Developer dated March 12, 2014, which was duly registered with the office of the Additional Registrar of Assurances – III, Kolkata, in Book No. I, CD Volume No.2, Pages 08725 to 08767 being No. 01032 for the year 2014, whereby the Developer was granted exclusive development rights over the Owned Land (the “**Development Agreement**”, which term shall include any amendments or supplements made thereto);

- III. In pursuance of the Development Agreement, the Owners jointly executed a power of attorney in favour of the Developer for facilitating development of the Owned Land, which was registered on March 12, 2014, with the office of the Additional Registrar of Assurances – III, Kolkata, in Book No. IV, CD Volume No.5, Pages 0929 to 0946 being No. 01963 for the year 2014 (the “**First Power of Attorney**”);
- IV. Subsequently, on March 13, 2014, the Owners and the Developer entered into an agreement, whereby the Owners agreed to jointly procure additional land admeasuring about 5.78 (five decimal seven eight) acres, lying at Mouza:- Kamarpara, J. L. No. 131, Police Station:- Illambazar, under Illambazar Gram Panchayat of Illambazar Block of Birbhum District, which was contiguous to the Owned Land, for augmenting and facilitating the development of the Owned Land;
- V. The Owners subsequently acquired additional land admeasuring about 6.70 (six decimal seven zero) acres (equivalent to 670 (six hundred and seventy) decimals) be the same a little more or less, which is contiguous to the Owned Land, along with all rights, liberties, properties appurtenant thereto lying at Mouza:- Kamarpara, J. L. No. 131, Police Station:- Illambazar, under Illambazar Gram Panchayat of Illambazar Block of Birbhum District (hereinafter referred to as the “**Additional Land**” and more fully and particularly described in the **First Schedule** written hereunder and delineated and demarcated in Annexure – A hereto);
- VI. The Owners and the Developer executed a supplementary agreement to the Development Agreement dated October 23, 2017, which was duly registered with the office of the Additional Registrar of Assurances – III, Kolkata, in Book No. 1, CD Volume No. 1903, Pages 83885 to 83918 being No. 190302522 for the year 2017, whereby the Developer was granted exclusive development rights over the Additional Land;
- VII. On October 23, 2017, the Owners cancelled the First Power of Attorney by a deed of cancellation, which was duly registered with the office of the Additional Registrar of Assurances – III, Kolkata, in Book No. IV, CD Volume No. 1903, Pages 151423 to 151438 being No. 190305900 for the year 2017 and simultaneously executed a power of attorney in favour of the Developer for facilitating development of the Owned Land and the Additional Land (hereinafter collectively referred to as the “**Total Land**” and more fully and particularly described in the **First Schedule** written hereunder and delineated and demarcated in Annexure – A hereto), which was duly registered with the office of the Additional Registrar of Assurances – III, Kolkata, in Book No. IV, CD Volume No. 1903, Pages 176731 to 176764 being No. 190306844 for the year 2017 (the “**Second Power of Attorney**”);
- VIII. Accordingly, by the Development Agreement and the Second Power of Attorney, the Developer herein became entitled to develop the Total Land;
- IX. The Total Land has been earmarked for the purpose of building therein a self-contained residential cum commercial project, under the name and style of ‘Bonochhaya’, comprising of two (2) separate phases, as more particularly described in the **Second Schedule** hereunder written and with each phase delineated and demarcated in Annexure – B hereto (hereinafter referred to as the “**Integrated Development**”);

- X. The Developer has demarcated a portion of the Total Land within the Integrated Development admeasuring an area of 10.41 Acre (ten decimal four one) acres (hereinafter referred to as the “**Said Land**” and more fully and particularly described in the **Third Schedule** written hereunder and delineated and demarcated in Annexure – C hereto) for the construction and development of a residential cum commercial project therein, being the first (1st) phase of the Integrated Development (hereinafter referred to as the “**Project**”). The residential area of the Project (“**Residential Property**”) and the commercial area of the Project (“**Commercial Property**”) have been more fully and particularly described in the **Third Schedule** written hereunder and delineated and demarcated in Annexure – C hereto;
- XI. 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 the Project is to be constructed, have been completed;
- XII. The Birbhum Zilla Parishad has granted the commencement certificate/building permit to develop the Project *vide* approval dated August 11, 2016 bearing registration no. 1655/I/B.P./BZP;
- XIII. The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the Unit (*as hereinafter defined*) from the Birbhum Zilla Parishad. 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 Applicable Laws. The Developer has duly imitated the Birbhum Zilla Parishad about commencement of construction of the Project *vide* its letter dated [•];
- XIV. The Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____;
- XV. The Allottee had applied for a residential unit in the Project *vide* application dated [•] and has been allotted [villa/row house/terrace apartment]⁵ no. [•] having Carpet Area of [•] square feet, built up area of [•] square feet and super built up area of [•] square feet [on a piece of land measuring about [•] decimal]⁶, [situated on the [•] floor of [building] no. [•] (“**Building**”)]⁷ [along with garage/ parking admeasuring approximately [•] square feet]⁸ in [please insert the location of the parking space], as permissible under Applicable Law and a *pro rata* share in the Common Areas (hereinafter collectively referred to as the “**Unit**” and as more fully and particularly described in the **Fourth Schedule** written hereunder, with the plan of the Unit annexed hereto as Annexure – D), on the terms and conditions contained in the allotment letter dated [•] and/or any subsequent modifications thereto (“**Allotment Letter**”) and the standard terms and conditions accepted and duly signed by the Allottee (“**STC**”);
- XVI. On or before execution of this Agreement, the Allottee has examined or caused to be examined the following and the Allottee has fully satisfied himself as to:
- (a) the floor plan, area and other dimensions and specifications of the Unit;

⁵**Comment:** Strike off the description not applicable.

⁶**Comment:** To be deleted if not applicable.

⁷**Comment:** To be deleted if not applicable.

⁸**Comment:** To be deleted if not applicable.

(b) the layout plan and sanctioned plan of the Project and the Building (if applicable);
(c) the workmanship and materials used in construction of the Project;
(d) the amenities, facilities and common areas of the Project; and
(e) the terms, 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 and/or demand and/or claim for compensation and/or damage in respect thereof in any manner or on any ground whatsoever or howsoever;

XVII. The Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed herein;

XVIII. 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; and

XIX. 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, have now agreed to enter into this Agreement on the terms and conditions appearing hereinafter.

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. **DEFINITIONS AND PRINCIPLES OF INTERPRETATION**

1.1 **Definitions**

In addition to terms separately defined in this Agreement the following terms, words and expressions shall, unless the context otherwise requires, have the respective meanings assigned to them herein:

“**Act**” shall mean the West Bengal Housing Industry Regulation Act, 2017;

“**Access Road**” shall have the meaning ascribed to such term in Clause 2.1.2 of this Agreement;

“**Additional Cost**” shall have the meaning ascribed to such term in Clause 5.3 of this Agreement;

“**Additional Land**” shall have the meaning ascribed to such term in Recital V of this Agreement;

“**Agreement**” shall mean this agreement for sale including any schedules and annexures attached hereto or incorporated herein by reference;

“**Allotment Letter**” shall have the meaning ascribed to such term in Recital XV of this Agreement;

“Applicable Laws” shall mean and include all applicable laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, orders, binding actions etc. of any governmental authority, tribunal, board, court, as updated or revised or amended from time to time, as applicable to the Project and the Integrated Development;

“Association” shall have the meaning ascribed to such term in Clause 9.1 of this Agreement;

“Booking Amount” shall have the meaning ascribed to such term in Clause 3.7 of this Agreement;

“Building” shall have the meaning ascribed to such term in Recital XV of this Agreement;

“Carpet Area” shall mean the net usable floor area of a unit, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the unit;

“Claim” shall have the meaning ascribed to such term in Clause 14.1 of this Agreement;

“Club” shall have the meaning ascribed to such term in Clause 10.1 of this Agreement;

“Co-Buyers” or “Co-Occupiers” shall mean person or persons, who has/have purchased and/or is owning or occupying a residential or a commercial unit or a parcel of land, in the Project, or any part thereof, or in the Integrated Development, as the case may be and shall include personnel of the Developer or the Property Management Agency or the Association or any of their respective sub-contractors, who are residing within the premises of the Project or the Integrated Development;

“Commercial Property” shall have the meaning ascribed to such term in Recital X of this Agreement;

“Common Areas” shall mean the common areas (as defined under Applicable Laws) of the Residential Property, which are more fully and particularly described in the **Fifth Schedule** hereunder written;

“Common Charges and Expenses” shall mean the costs, expenses and charges related to maintenance, management, upkeep of the Common Areas, including but not limited to the charges and expenses listed out in **Part I of the Seventh Schedule** written hereunder and which shall be shared proportionately between the Co-Buyers/Co-Occupiers of the Residential Property;

“Corpus Deposit” shall have the meaning ascribed to such term in Clause 9.5 of this Agreement;

“Development Agreement” shall have the meaning ascribed to such term in Recital II of this Agreement;

“Dues” shall mean at any time, all amounts due from the Allottee in respect of the Unit, including but not limited to, the Total Price or any part thereof, interest, fees, liquidated

damages, costs, charges (including stamp duty and registration charges) and expenses and all other amounts due and payable hereunder;

“**FEMA**” shall mean the Foreign Exchange Management Act, 1999;

“**First Power of Attorney**” shall have the meaning ascribed to such term in Recital III of this Agreement;

“**Force Majeure**” shall have the meaning ascribed to such term in Clause 6.1.1 of this Agreement;

“**Handover Date**” shall have the meaning ascribed to such term in Clause 9.4 of this Agreement;

“**Indemnified Parties**” shall have the meaning ascribed to such term in Clause 14.1 of this Agreement;

“**Indemnifying Party**” shall have the meaning ascribed to such term in Clause 14.1 of this Agreement;

“**Infrastructure Maintenance Charges**” shall mean the costs, expenses and charges related to maintenance, management, upkeep of the Specified Infrastructure of the Integrated Development, including but not limited to, those listed out in **Part II of the Seventh Schedule** written hereunder and which shall be shared proportionately between the Co-Buyers / Co-Occupiers of the Integrated Development;

“**Integrated Development**” shall have the meaning ascribed to such term in Recital IX of this Agreement;

“**Losses**” shall have the meaning ascribed to such term in Clause 14.1 of this Agreement;

“**Outgoings**” shall have the meaning ascribed to such term in Clause 12.1.6 of this Agreement;

“**Owned Land**” shall have the meaning ascribed to such term in Recital I of this Agreement;

“**Payment Plan**” shall have the meaning ascribed to such term in Clause 3.5 of this Agreement;

“**Possession Date**” shall have the meaning ascribed to such term in Clause 6.2.2 of this Agreement;

“**Project**” shall have the meaning ascribed to such term in Recital X of this Agreement;

“**Property Management Agency**” shall have the meaning ascribed to such term in Clause 9.8 of this Agreement;

“**Residential Property**” shall have the meaning ascribed to such term in Recital X of this Agreement;

“**Rules**” shall mean the West Bengal Housing Industry Regulation Rules, 2018;

“**Said Land**” shall have the meaning ascribed to such term in Recital X of this Agreement and which is more fully and particularly described in the **Third Schedule** written hereunder and delineated and demarcated in Annexure – C hereto;

“**Schedule**” shall mean a schedule of this Agreement;

“**Second Power of Attorney**” shall have the meaning ascribed to such term in Recital VII of this Agreement;

“**Specified Infrastructure**” shall have the meaning ascribed to such term in Clause 12.1.8 of this Agreement;

“**STC**” shall have the meaning ascribed to such term in Recital XV of this Agreement;

“**Total Land**” shall have the meaning ascribed to such term in Recital VII of this Agreement;

“**Total Price**” shall mean the Unit Price of the Unit, together with all other costs, expenses, charges and fees as specified in the **Eighth Schedule** hereunder written;

“**Unit**” shall have the meaning ascribed to such term in Recital XV of this Agreement and which is more fully and particularly described in the **Fourth Schedule** written hereunder and delineated and demarcated in Annexure – D hereto; and

“**Unit Price**” shall have the meaning ascribed to such term in Clause 3.1 of this Agreement.

1.2 **Principles of Interpretation**

In this Agreement, unless the context otherwise requires:

- 1.2.1 headings are not to be considered as part of this Agreement and they have been solely inserted for convenience and reference purposes and shall not affect the construction/interpretation of this Agreement;
- 1.2.2 words importing the singular include the plural and *vice versa*, and word importing a gender include each of the masculine, feminine and neutral gender;
- 1.2.3 reference to any enactment, whether general or specific, shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, permissions or directions at any time issued under it;
- 1.2.4 in the event of any inconsistency between the clauses of this Agreement and the schedules hereto, the clauses of this Agreement shall prevail;
- 1.2.5 in the event that the provisions of the STC and Allotment Letter are contradictory to what has been stated in this Agreement, then with respect to such contradiction, the provisions of this Agreement shall prevail and this Agreement shall supersede the STC and the Allotment Letter;

- 1.2.6 a reference to any agreement or document, is a reference to that agreement or document and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, renewed or extended, from time to time, in accordance with the terms thereof;
- 1.2.7 the word “*person*” shall mean any individual, partnership, firm, corporation, joint venture, association, trust, unincorporated organization or other similar organization or any other entity and wherever relevant shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being; and
- 1.2.8 the term “*or*” shall not be exclusive, the terms “*herein*”, “*hereof*”, “*hereto*” and “*hereunder*” and other terms of similar import shall refer to this Agreement as a whole and not merely to the specific provision where such terms may appear and the terms “*including*” and “*include*” shall be construed without limitation.

2. SALE OF UNIT

2.1 In consideration hereinafter appearing and subject to the terms, conditions and covenants as set forth herein, the Owners and the Developer hereby agree to sell to the Allottee and the Allottee hereby agrees to purchase from the Owners and the Developer:

- 2.1.1 the Unit as specified in Recital XV hereinabove;
- 2.1.2 together with the right to access and use the internal passage leading to Bonochhaya from the Bolpur Illambazar Road, as delineated in the plan attached hereto as Annexure – E and thereon shown in red line (“**Access Road**”) for ingress and egress in common with the Co-Buyers and Co-Occupiers of the Integrated Development, for the beneficial use and enjoyment of the said Unit by the Allottee; and
- 2.1.3 together with the right to use the Specified Infrastructure in common with other occupants/occupiers/residents of the Integrated Development, for the beneficial use and enjoyment of the said Unit by the Allottee;

subject to the payment in perpetuity of the proportionate share of the Common Charges and Expenses including but not limited to the common expenses mentioned in the **Seventh Schedule**, and also proportionate share of the Infrastructure Maintenance Charges, and all other Outgoings now chargeable upon or which become payable hereafter in respect of or in connection with the said Unit wholly and the Common Areas and the Integrated Development proportionately, to the Developer, the Association or the Property Management Agency, as the case may be.

3. PRICE

3.1 The unit price for the Unit based on the Carpet Area is INR [•] (Indian Rupees [•] only) (“**Unit Price**”).

- 3.2 The Total Price for the Unit is as provided in the **Eighth Schedule** hereunder written.
- 3.3 Subject to the provisions of this 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 any competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs or levies imposed by any competent authorities, the Developer shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee. 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 competent authority, which shall include the extension of registration, if any, granted to the said Project by the competent authority as per the Act, the same shall not be charged from the Allottee.
- 3.4 The Allottee shall be liable to pay all such increased taxes/charges which may be levied by any authority(ies) within 15 (fifteen) days from the date of notice given by the Developer with respect to the same. If such taxes/charges are increased with retrospective effect, then these charges shall be treated as unpaid purchase price for the Unit and the Developer shall be entitled to take action for the recovery of such fees, charges and taxes.
- 3.5 The Allottee shall make the payment as per the payment plan set out in the **Eighth Schedule** hereunder written ("**Payment Plan**").
- 3.6 The Developer may allow, in its sole discretion, a rebate for early payment of installments payable by the Allottee by discounting such early payments @ 12% (twelve percent) per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee by the Developer unless agreed upon by the Allottee.
- 3.7 The Allottee has paid a sum of INR [•] (Indian Rupees [•]) as booking amount ("**Booking Amount**") being part payment towards the Total Price of the Unit at the time of application, the receipt of which is acknowledged by the Developer in the memo of consideration hereunder written. The Allottee hereby agrees to pay the remaining Total Price of the Unit as prescribed in the Payment Plan, as may be demanded by the Developer within the time and in the manner specified therein. In the event that, the Allottee delays in making payment towards any amount which is payable hereunder (including but not limited to any Dues, Common Charges and Expenses, Infrastructure Maintenance Charges and/or holding charges), he/she/it shall be liable to pay interest at the rate prescribed in Rule 18 of the Rules. Provided further that, if any charges, fees or taxes required to be paid by the Allottee in relation to the Unit remain unpaid on the due date for such payment, such fees, charges, taxes shall be treated as unpaid purchase price of the Unit and the Developer shall be entitled to take action for the recovery of such fees, charges and taxes.
- 3.8 The Allottee authorizes the Developer to adjust/appropriate all payments made by him/her/it under any head(s) of Dues against lawful outstanding of the Allottee against the Unit, if any, in his/her/its name and the Allottee undertakes not to object/ demand/ direct the Developer to adjust his/her/its payments in any manner.

- 3.9 Subject to the terms of the Agreement, the Allottee shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of ' _____ ' payable at _____.
- 3.10 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in FEMA, the Reserve Bank of India Act, 1934 and the rules and regulations made thereunder 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 permissions, approvals, etc. which would enable the Developer to fulfil its obligations under this Agreement. Any refund or transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Allottee understands and agrees that in the event of any failure on his/her/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/it may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 3.11 The Developer accepts no responsibility with regard to matters specified in Clause 3.10 above. 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.
- 3.12 The Developer shall not be responsible towards any third party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/allotment of the said Unit in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only. Further, the Allottee shall continue to remain responsible for its obligations under the Agreement, including but not limited to its payment obligations, despite of a third party making payment/ remittances on behalf of the Allottee.
- 3.13 On any payments being made by outstation /dollar cheques, the Allottee shall pay to the Developer, additional bank charges @ 0.5% of the value of such cheque. Further, on dishonour of a cheque on any ground whatsoever, the Allottee shall be liable to pay to the Developer a charge of INR 1,000 (Indian Rupees one thousand) for every such dishonour.

4. **TIME IS ESSENCE**

- 4.1 Time is of the essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the Project, as disclosed at the time of registration of the Project with the competent authority under the Act and towards handing over the Unit to the Allottee and the Common Areas to the Association, as the case may be. Similarly, the Allottee shall make timely payments of the instalments and other Dues payable by him/her/it and meet the other obligations under the Agreement, subject to the simultaneous completion of construction by the Developer as provided in the Payment Plan.

5. **CONSTRUCTION OF THE UNIT**

5.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities, annexed to 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, amenities and facilities. 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, floor area ratio and density norms and provisions prescribed by Applicable Laws in the State of West Bengal, 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.

5.2 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 herein in the **Tenth Schedule** hereunder written (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Unit, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that, the Developer may make such minor additions or alterations to the layout of the unit and/or the specifications or the nature of fixtures, fittings and amenities described herein in the **Tenth Schedule**: (a) as may be expedient (subject to the threshold provided in Clause 5.4 below), or (b) as per the provisions of the Act, or (c) as may be required by competent authorities, or (d) as may be required due to change in law, or (e) as may be required due to non-availability of specified materials, or (f) as may be required due to engineering exigencies and/or to improve or protect the quality of the Project.

5.3 Subject to Applicable Laws, during the construction of the said Unit, if the Allottee desires to have any additional modification or changes in the specifications of the said Unit, the Allottee shall communicate the same to the Developer in writing, and if the Developer agrees to such modifications or changes it shall then estimate the tentative cost (hereinafter referred to as "**Additional Cost**") to be incurred for such modifications or changes and intimate the amount of the Additional Cost to the Allottee. The Developer shall carry out such modifications or changes in the said Unit only after receiving the estimated Additional Cost over and above the Total Price and the Additional Cost shall under no circumstances be assumed to be part of the Total Price. Provided that, any decision as to additional modification or changes in the specifications of the said Unit are subject to the sole discretion of the Developer which shall be final and binding on the Allottee.

5.4 The Developer shall confirm the final Carpet Area that has been allotted to the Allottee after [the construction of the Building has been completed and]⁹ the completion certificate has been 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 reduction in the Carpet Area then the Developer shall refund the excess money paid by the Allottee within 45 (forty five) days with annual interest at the rate prescribed in Rule 18 of the Rules, from the date when such an excess

⁹ **Comment:** To be deleted if not applicable.

amount was paid by the Allottee, after deduction of such other tax/levy as may be applicable. If there is any increase in the Carpet Area, which is not more than 3% (three percent) of the Carpet Area of the Unit, the Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in the **Eighth Schedule** hereunder written. All these monetary adjustments shall be made at the same rate per square feet as specified in the **Eighth Schedule**.

- 5.5 It is made clear by the Developer and the Allottee agrees that the unit along with [•] garage/ parking (if any) shall be treated as a single indivisible unit for all purposes.
- 5.6 The Parties hereby agree and acknowledge that the Project is a residential cum commercial project comprised within the Integrated Development. Further, the Project is an independent, self-contained project covering the Said Land. Save as provided hereinabove, the Project 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 in the manner provided in this Agreement.
- 5.7 The Developer undertakes that, save as otherwise provided herein, 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 (a) as provided in the Act, or (b) as may be necessary to provide any essential services to the Project, or (c) as may be mandated by any competent authorities under Applicable Laws.

6. POSSESSION

6.1 Possession Date

- 6.1.1 The Developer assures to hand over possession of the Unit to the Allottee, along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place, on 31st December 2022, unless (a) 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 Project ("**Force Majeure**") or (b) such handover of possession is delayed on account of any notice, order, rule, notification of the government and/or other public or competent authority/ court. Except for occurrence of the events specified in (a) or (b) above, if the Developer fails to complete or is unable to give possession of the Unit to the Allottee on the date specified in this Clause 6.1.1, then the Developer shall be in default under Clause **Error! Reference source not found.** below and the consequences stated therein shall ensue.
- 6.1.2 If the completion of the Project is delayed due to either (a) or (b) as provided in Clause 6.1.1 above, then the Allottee agrees that the Developer shall be entitled to extension of time for delivery of possession of the Unit, provided that such 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 either (a) or (b) above, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment

within 45 (forty five) days from the date of termination without any interest or compensation and after deduction of such other tax/levy as may be applicable at such time. The Developer shall intimate the Allottee about 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/ it 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.

6.2 **Procedure for Taking Possession**

- 6.2.1 The Developer, upon obtaining the completion certificate from the competent authority and upon receiving all payments from the Allottee as per this Agreement, shall offer in writing the possession of the Unit, to the Allottee in terms of this Agreement. Each Party agrees and undertakes to indemnify the other Parties, for all direct and actual losses suffered by the other Parties, in case of failure of fulfilment of any of the provisions, formalities, documentation on part of such Party.
- 6.2.2 The Allottee shall take possession of the Unit within 15 (fifteen) days of the written notice from the Developer to the Allottee intimating that the said Unit is ready for use and occupancy (the actual date on which the Allottee takes possession of the Unit, or, the 15th (fifteenth) day from the date of such notice by the Developer, whichever is earlier, shall hereinafter be referred to as the “**Possession Date**”). On and from the Possession Date, the Allottee agrees to pay the maintenance charges as determined by the Developer in accordance with the provisions of this Agreement. The Developer shall also hand over the occupancy certificate of the Unit, if any, to the Allottee at the time of conveyance of the same.
- 6.2.3 It is further clarified that execution of the conveyance deed and transfer of physical possession of the Unit shall be withheld till all Dues are cleared by the Allottee in respect of the Unit, at the cost of the Allottee.
- 6.2.4 The Developer agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottee, which it has collected from the Allottee, for the payment of outgoings (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 Developer 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 Unit to the Allottee, the Developer 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.

6.3 **Failure of Allottee to take Possession**

- 6.3.1 Upon receiving a written intimation from the Developer as per Clause 6.2 above and subject to all outstanding Dues being paid by the Allottee, the Allottee shall

take possession of the Unit from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and as may be required, and the Developer shall give possession of the Unit to the Allottee.

6.3.2 In case the Allottee fails to take possession of the Unit within the time period specified in Clause 6.2.2 above, then without prejudice to any other rights or remedies of the Developer: (a) the Allottee shall continue to be liable to pay the Common Charges and Expenses, Infrastructure Maintenance Charges and the Outgoings as specified in this Agreement; and (b) the Allottee shall also be liable to pay to the Developer holding charges Rs. 5 INR [•] (Rupees five) per square feet of the Carpet Area of the unit described in the **Fourth Schedule** hereunder written, per month with applicable taxes for the period of delay. Further, the Allottee hereby agrees and undertakes to indemnify the Developer for any losses or claims arising from non-payment of such amounts by the Allottee as specified hereinabove.

6.3.3 The Allottee hereby agrees and undertakes that, notwithstanding anything to the contrary stated herein, the Developer shall not be responsible in any manner whatsoever, for any deterioration in the condition of the Unit on account of any delay by the Allottee in taking possession of the Unit as specified hereinabove, and the Allottee shall give a written declaration to this effect, as and when required by the Developer.

6.4 **Cancellation by Allottee**

6.4.1 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 without any fault of the Developer, the Developer herein shall be entitled to forfeit the Booking Amount, along with 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 subject to the Allottee executing documentation as specified in Clause 13.6 hereunder at the cost and expense of the Allottee. Such refund shall be made without any interest or compensation. All charges and expenses relating to such cancellation shall be borne by the Allottee and the Allottee shall keep the Developer fully safe, harmless and indemnified in respect thereof.

6.4.2 Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Developer shall have the right to re-allot the Unit to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under the Allotment Letter issued, or this Agreement shall also stand terminated.

6.5 **Compensation**

6.5.1 The Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the Said 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.

7. CONVEYANCE

7.1 The Developer and the Owners, on receipt of Total Price of the Unit, together with interest (if any) and all other Dues and deposits etc., from the Allottee, shall execute a conveyance deed and convey the title of the Unit to the Allottee within three (3) months from the date of issue of the completion certificate. The Allottee will be required to pay the entire stamp duty, registration charges and other taxes and charges as may be levied by the government or other authority from time to time and as applicable at the time of registration, as well as other related charges, as may be determined by the Developer, in addition to all prior deposits /payments made by the Allottee(s). Such amount shall be deposited by the Allottee(s) within the period to be specified by the Developer. However, in case the Allottee fails to deposit the stamp duty and/or registration charges and all other incidental and legal expenses, etc. so demanded within the period mentioned in the notice, the Allottee authorizes the Developer to withhold, registration of the conveyance deed and/or transfer of physical possession of the Unit, in his/her/its favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Allottee. Further, the Allottee hereby agrees and undertakes to indemnify the Developer for any losses or claims arising from non-payment of such charges by the Allottee as specified hereinabove or failure by the Allottee to execute and/or register the conveyance deed.

8. DEFECT LIABILITY

8.1 It is agreed that in case of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per this Agreement relating to such development, being brought to the notice of the Developer within a period of five (5) years from the date of the completion certificate of the Project, it shall be the duty of the Developer to rectify such defects in the manner specified under the Act. Provided that, the Developer shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Allottee or any authority or third party over whom the Developer has no control or any defect or deficiency which is not attributable to the Developer. Provided further that, the Developer shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.

8.2 Notwithstanding anything stated hereinabove, the Developer shall not be liable for defects pertaining to the following:

8.2.1 Equipment (including but not limited to generators, motors, sewage treatment plants, transformers and gym equipment) which carry manufacturer's guarantees for a limited period;

8.2.2 Fittings relating to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear;

8.2.3 Allowable structural and other deformations including expansion quotient; and

8.2.4 Normal wear and tear, accidents or misuse.

8.3 The Developer's defect liability obligations shall also be subject to the Allottee/Association continuing with all annual maintenance contracts for equipment/material installed/used within the Project. The Allottee also acknowledges that non-structural cracks may appear in the external and internal walls of structures on account of variations in temperature or due to occurrence of events of Force Majeure, which shall not be covered under the defect liability obligations of the Developer.

8.4 It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary for the Parties to mutually appoint an expert at the cost and expense of the Allottee, who shall be an independent surveyor who shall survey and assess such alleged defect and submit a report in this regard, in consonance with the provisions of this Clause 8.

9. **FORMATION OF ASSOCIATION; MANAGEMENT AND MAINTENANCE OF THE PROJECT**

9.1 The Developer shall, in accordance with Applicable Laws, call upon the respective apartment owners of the Residential Property to form an association ("**Association**"), and it shall be incumbent upon the Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee hereby authorizes the Developer to take all necessary steps in this connection on his/her/their/its behalf, and further the Allottee shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association. The Parties hereby agree and acknowledge that since the Residential Property and the Commercial Property comprise different user type of units, i.e. residential and commercial, in consonance with the provisions of the West Bengal Apartment Ownership Act, 1972, the Association herein, shall be the association formed by the unit owners of the Residential Property and the unit owners of the Commercial Property shall form a separate association, as and when so required under the West Bengal Apartment Ownership Act, 1972.

9.2 Each unit in the Residential Property shall represent one (1) share, irrespective of the number of persons owning such unit and irrespective of the same person owning more than one (1) unit. Further, in the event a unit is owned by more than one (1) person, then the person whose name first appears in the nomenclature of this Agreement as the Allottee shall only be entitled to become a member of the Association. In the event that the Allottee is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Allottee shall not be entitled to become a member of the Association.

9.3 The Developer shall be responsible to provide and maintain essential services in the Project until the issuance of the completion certificate of the Project. The cost of such maintenance until the issuance of the completion certificate of the Project, has been included in the Total Price of the Unit. It shall be incumbent upon the Allottee, in common with the other purchasers of units in the Residential Property to take over the affairs of the Association, and through such Association to take over maintenance of the Residential Property, and the

Allottee, jointly with the other purchasers of units in the Residential Property, shall indemnify the Developer in this respect.

- 9.4 The Developer shall offer to handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the “**Handover Date**”). On and from the Handover Date, the Association shall *inter alia* become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations, etc. to various authorities under Applicable Laws, as may from time to time have been procured/ obtained/ entered into by the Developer and the Association shall take the responsibility for proper safety and maintenance of the Residential Property and of upkeep of all fixtures, equipment and machinery provided by the Developer, and save as otherwise provided herein, the Developer shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Allottee and the Association shall keep each of the Owners, the Developer and the Property Management Agency fully safe, harmless and indemnified in respect thereof.
- 9.5 The Allottee agrees and undertakes to deposit INR [•] (Indian Rupees [•]) as a non-interest bearing security deposit with the Developer, which deposit shall be pooled into a corpus deposit (“**Corpus Deposit**”). The Allottee further agrees and acknowledges that such Corpus Deposit shall be handed over to the Association by the Developer, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Allottee and the several Co-Buyers of the Residential Property to the Developer, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Allottee and the several Co-Buyers of the Residential Property *inter alia* as a sinking fund. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Developer as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. Further, it is hereby agreed that the Developer shall not be held liable, in any manner whatsoever, for any shortfall in the Corpus Deposit due to the above adjustments or otherwise after the handover of the Corpus Deposit by the Developer to the Association and the Allottee and the Association shall jointly and severally keep the Developer indemnified for the same.
- 9.6 In case of failure of the Allottee to pay the Common Charges and Expenses and/or the Infrastructure Maintenance Charges, or any interest accrued thereon, on or before the due date, the Allottee authorises the Developer, the Property Management Agency or the Association, as the case may be, to adjust such outstanding amounts from the Corpus Deposit. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Developer on account of making such adjustments and/or on account of the Developer transferring/handing over the Corpus Deposit to the Association. On any such adjustments being made from the Corpus Deposit, the Allottee hereby undertakes to make good the resultant shortfall in the Corpus Deposit within 15 (fifteen) days of a demand made by the Association or the Property Management Agency with respect thereto.
- 9.7 The Developer and/or the Association, as the case may be, shall be entitled to invest the Corpus Deposit in such securities and in such manner as the Developer and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Residential Property and such payment towards

the Corpus Deposit shall not absolve the Allottee of its obligation to pay the applicable maintenance charges in terms of this Agreement.

- 9.8 The Allottee hereby confirms and undertakes that the maintenance, management, upkeep and administration of the Common Areas and the Specified Infrastructure and the collection of the maintenance, management charges, etc. including Common Charges and Expenses and the Infrastructure Maintenance Charges from the several owners/occupiers of the units comprised in the Project and in the Integrated Development, shall be carried out by a professionally qualified property management agency ("**Property Management Agency**") nominated by the Developer. The Allottee acknowledges that for the standard of maintenance to be maintained throughout the Integrated Development, it is essential that the Property Management Agency is nominated by the Developer. The Allottee, if so directed by the Developer, hereby agrees to execute a tripartite agreement with the Property Management Agency and the Association.
- 9.9 The Property Management Agency shall be accountable for the management, maintenance and upkeep of the Project and the Specified Infrastructure.
- 9.10 The Allottee acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Project and/or the entire Integrated Development by the Developer, the Property Management Agency or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed by and/or be made applicable to all the unit owners or occupiers of the Building (if applicable), the Project and/or the Integrated Development.
- 9.11 The Allottee expressly agrees and acknowledges that it is obligatory on the part of the Allottee to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and the Infrastructure Maintenance Charges, along with interest accrued thereon, and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the Co-Buyers and/or Co-Occupiers in the Project and the Integrated Development.
- 9.12 Further, the Allottee agrees and undertakes to pay all necessary deposits/charges to the Developer or the Property Management Agency or Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/authorities or other entities, each as may be determined by the Developer or the Property Management Agency or Association, as the case may be, each within such timelines as may be prescribed by the Developer or the Property Management Agency or the Association, as the case may be.
- 9.13 Without prejudice to the rights available under this Agreement, in the event that any amount payable to the Developer, Association or the Property Management Agency is not paid within two (2) months from the date of the notice, the Developer or the Property Management Agency or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts, including but not limited to withholding of services on account of such non-payment.

10. CLUB FACILITIES

- 10.1 The Allottee shall be entitled to the facilities of a club within the Project (“Club”) along with the other Co-Buyers and Co-Occupiers of the Residential Property. The operational costs/charges of the Club shall form part of the Common Charges and Expenses for the Allottee and the other Co-Buyers and Co-Occupiers of the Residential Property, however the Allottee shall be liable to pay subscription and other charges pertaining to the Club in such manner as may be specified by the Developer from time to time. The Co-Buyers and Co-Occupiers of the Integrated Development may be allowed to use the Club facilities at the discretion of the Developer, subject to payment of standard usage charges.
- 10.2 It is expressly made clear that the membership of the Allottee to the Club shall cease upon the Allottee transferring the Unit in favour of a third party. It is hereby clarified that the Club membership is not transferable and can only be used by the Allottee and his /her immediate family members in accordance with the rules and regulations of the Club. Nothing contained in this Agreement shall be deemed to confer any right on a subsequent transferee, tenant, lessee or licensee of the Unit to be entitled to use the facilities of the Club on the basis of being in possession of the Unit alone.
- 10.3 The rights and obligations of the Allottee as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated by the Developer or the Property Management Agency, as the case may be, in due course and circulated to members before the Club is made operational. The Allottee agrees, undertakes and covenants to abide by such rules and make payment of all periodic subscriptions and other expenses relating thereto.
- 10.4 On failure of the Allottee to regularly pay the charges, subscription, etc. in respect of the Club, the Developer or the Property Management Agency, as the case may be, shall be entitled to restrict the Allottee’s entry to the Club and withdraw all the privileges of the Club to the Allottee, and the Allottee hereby gives his/her/their unfettered consent to the same.
- 10.5 The Allottee hereby irrevocably agrees and acknowledges that the Developer shall have the right to offer membership/ usage/ privileges of the Club to such other persons (including but not limited to allottees of other neighbouring premises and/or properties in the Integrated Development) and on such terms as it deems fit and proper and the Allottee shall not raise any objection or obstruction to the same.

11. **REPRESENTATIONS AND WARRANTIES**

- 11.1 The Developer hereby represents and warrants to the Allottee as follows:
- 11.1.1 the 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 has the absolute, actual, physical and legal possession of the Said Land for the Project;
 - 11.1.2 the Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
 - 11.1.3 there are no encumbrances upon the Said Land or the Project;
 - 11.1.4 there are no litigations pending before any court of law or competent authority with respect to the Said Land, the Project or the Unit;

- 11.1.5 all approvals, licenses and permits issued by the competent authorities with respect to the Project, the Said Land and the Unit are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain in compliance with all Applicable Laws in relation to the Project, Said Land, Building (if applicable), Unit and Common Areas;
- 11.1.6 the Developer 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;
- 11.1.7 the Developer 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 said Unit which will, in any manner, prejudicially affect the rights of the Allottee under this Agreement;
- 11.1.8 the Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
- 11.1.9 at the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee and the Common Areas to the Association;
- 11.1.10 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;
- 11.1.11 the Developer has duly paid and shall continue to pay and discharge all undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Unit, along with Common Areas (equipped with all the specifications, amenities and facilities) has been offered to be handed over to the Allottee and the Association, respectively in accordance with Clause 6.2.2 above; and
- 11.1.12 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 Developer in respect of the Said Land and/or the Project, which is subsisting.
- 11.2 The Developer's representations and warranties are qualified and limited by any information:
- 11.2.1 disclosed to the Allottee by the Developer or its representatives; and/or
- 11.2.2 which is otherwise within the knowledge of the Allottee.

- 11.3 Subject to any Applicable Laws to the contrary and except as provided in Clause 11.1 above, all terms, conditions, representations, warranties and statements, whether express, implied, written, oral, collateral, statutory or otherwise, are excluded, and the Developer disclaims all liability in relation to them, to the maximum extent permitted by Applicable Law.
- 11.4 The Allottee hereby represents and warrants to the Developer and Owners as follows:
- 11.4.1 the execution and delivery of this Agreement and the performance of his/its obligations hereunder, shall not (i) conflict with or result in a breach of the terms of any other contract or commitment to which he/it is a party or by which he/it is bound, (ii) violate its memorandum of association, articles of association or by-laws, or any other equivalent organizational document (if applicable), (iii) conflict with or require any consent or approval under any judgment, order, writ, decree, permit or license to which he/it is a party or by which he/it is bound, or (iv) require the consent or approval of any other party to any contract, instrument or commitment to which he/it is a party or by which he/it is bound;
 - 11.4.2 there are no actions, suits or proceedings existing, pending or, to his/its knowledge, threatened against or affecting him/it before any court, arbitrator or governmental authority or administrative body or agency that affect the validity or enforceability of this Agreement or that would affect his/its ability to perform his/its obligations hereunder;
 - 11.4.3 the obligations under this Agreement are legal and valid obligations binding on him/it and enforceable against him/it in accordance with the terms hereof;
 - 11.4.4 his/its entry into this Agreement, and the exercise of his/its rights and performance of and compliance with his/its obligations under or in connection with this Agreement or any other document entered into under or in connection with this Agreement, will constitute, private and commercial acts done and performed for private and commercial purposes;
 - 11.4.5 the Allottee has the financial and other resources, to meet and comply with all his/its obligations under this Agreement, punctually and in a timely manner and that the Allottee, has not used and shall not use 'proceeds of crime', as defined under the Prevention of Money-laundering Act, 2002, for making any payments hereunder;
 - 11.4.6 the Allottee shall observe, perform and fulfil the covenants, stipulations, restrictions and obligations required to be performed by the Allottee hereunder;
 - 11.4.7 the Allottee is acquainted with, fully aware of and is thoroughly satisfied with (a) the floor plan, area and other dimensions and specifications of the Unit, (b) the layout plan and sanctioned plan of the Project and the Building (if applicable), (c) the workmanship and materials used in construction of the Project, (d) the amenities, facilities and Common Areas of the Project, and (e) the terms, conditions, covenants, stipulations, restrictions, reservations, and obligations, subject to which this Agreement is being executed, and the Allottee shall not raise any objection with regard to any or all of the above;

11.4.8 the Allottee has read and understood the terms and conditions of this Agreement;
and

11.4.9 the Allottee is and shall continue to be in compliance with all Applicable Laws.

12. RIGHTS & COVENANTS

12.1 The Allottee, with intention to bring all persons into whosoever's hands the Unit may come, hereby covenants and agrees with the Owners and the Developer as follows:

12.1.1 that the Allottee shall observe, perform and fulfil the covenants, stipulations, restrictions and obligations required to be performed by the Allottee herein, including but not limited to those mentioned in the **Ninth Schedule** hereunder written;

12.1.2 that the Allottee's right at all times shall be limited to the Unit and the Association's right at all times shall be limited to the Common Areas, and the Allottee and the Association shall neither have nor claim any manner of right, title and/or interest over or in respect of any other part or portion of any other areas, i.e. areas and facilities falling outside the Residential Property, save and except the right to use and enjoy the Specified Infrastructure that is made available by the Developer at its sole and absolute discretion for the common use of the Co-Buyers or Co-Occupiers of the Integrated Development, and the remaining part and portion of the Integrated Development shall not form a part of the declaration to be filed with the concerned competent authority in accordance with Applicable Laws;

12.1.3 that, on and from the Possession Date, the Allottee shall at all times make timely payment of the proportionate Common Charges and Expenses and the proportionate Infrastructure Maintenance Charges to the Developer, Association or the Property Management Agency, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Developer, Association or the Property Management Agency, as the case may be, failing which the Developer, the Association or the Property Management Agency, as the case may be, shall be entitled to take such action as it may deem fit;

12.1.4 that the Common Charges and Expenses shall be proportionately divided amongst the Co-Buyers and/or Co-Occupiers of the Residential Property and the Infrastructure Maintenance Charges shall be proportionately divided amongst the Co-Buyers and/or Co-Occupiers of the Integrated Development, in such manner as may be decided by the Developer, the Association or the Property Management Agency, as the case be, from time to time in this regard;

12.1.5 that the right of the Allottee to use the Common Areas and the Specified Infrastructure shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses and the Infrastructure Maintenance Charges as determined and thereafter billed by the Developer or the Association or the Property Management Agency, as the case maybe, and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the Developer or the

Association or the Property Management Agency, as the case maybe, from time to time;

- 12.1.6 that the Allottee shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as “**Outgoings**”) related to the Unit on and from the Possession Date. However, so long as the Unit is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Allottee shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Unit to the Developer, Association or the Property Management Agency, as the case may be. Further, on and from the Possession Date, the Allottee shall be liable to pay proportionately all Outgoings for the Common Areas and the Specified Infrastructure on the basis of bills to be raised by the Developer, Association or the Property Management Agency, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof;
- 12.1.7 that the Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Unit in the records of the concerned authorities within a period of three (3) months from the date of registration of the conveyance deed 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 Owners and/or the Developer due to non-fulfilment and/or non-observance of this obligation by the Allottee;
- 12.1.8 that the Allottee acknowledges and accepts that (i) the Integrated Development is being developed in two (2) phases (the Project being the first phase of the Integrated Development) with certain infrastructure, areas and facilities of the Integrated Development (herein referred to as the “**Specified Infrastructure**” and more particularly described in the **Sixth Schedule** hereunder written) being shared by the Co-Buyers and Co-Occupiers of both phases in the Integrated Development in the manner specified in the **Sixth Schedule** hereunder, and (ii) the Access Road shall be shared by the Co-Buyers and Co-Occupiers of the Integrated Development for ingress and egress, to and from, the Integrated Development; and the Allottee shall not raise any objection and impediment to the same; and the Allottee shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for sharing of such Access Road, infrastructure, areas and facilities between the Co-Buyers and Co-Occupiers of the Integrated Development, including but not limited to executing infrastructure sharing agreements in such form as may be prescribed by the Developer;
- 12.1.9 that the Allottee acknowledges and accepts that certain infrastructure, areas and facilities of the Project are being shared by the Co-Buyers and Co-Occupiers of both the Residential Property and the Commercial Property, and the Allottee shall not raise any objection and impediment to the same; and the Allottee shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for sharing of such infrastructure, areas and facilities;
- 12.1.10 that the Allottee has fully understood that the Integrated Development is being constructed and/or developed in phases and that any plans for the Integrated

Development (other than for the Project) that have been presented to the Allottee by the Developer are tentative and subject to change at the absolute discretion of the Developer. The Allottee hereby agrees and undertakes that the Developer or its nominees shall be at liberty at all times to construct the remaining parts and portions of the Integrated Development in the manner determined by the Developer or its nominees at its/their absolute discretion and the Allottee shall absolutely be precluded from causing and will not cause any obstructions, obstacles, impediments, hindrances or object in any manner and/or of any nature whatsoever to such constructions and/or development of the remaining parts and portions of the Integrated Development;

- 12.1.11 that the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer, the Association and/or the Property Management Agency;
- 12.1.12 that, wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Co-Buyers in the Residential Property, the same shall be the proportion which the Carpet Area of the Unit bears to the total Carpet Area of all the units in the Residential Property;
- 12.1.13 that the Allottee shall grant, and shall ensure that the Association grants, to the Developer, the Property Management Agency and the Co-Buyers and/or Co-Occupiers of the Integrated Development and all their successors-in-interest/title unfettered and perpetual easements over, under and above all Common Areas;
- 12.1.14 that the Allottee shall use the Unit or any part thereof or permit the same to be used only for residential purposes. Further, the Allottee shall use the garage or parking space only for the purpose of keeping or parking vehicles;
- 12.1.15 that the Allottee agrees that the Developer and the Property Management Agency, shall have the right of unrestricted access to all Common Areas, garages/ parking spaces and other areas of the Residential Property, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, required for the Project and/or the Integrated Development, as the case may be, and the Allottee agrees to permit the Developer, the Association and the Property Management Agency, to enter into the Unit or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect;
- 12.1.16 that the Allottee undertakes that if due to any act, default or omission on the part of the Allottee, the Developer is restrained from construction of the Project and/or transferring and disposing of other units in the Project or the Integrated Development, then and in that event, without prejudice to the Developer's other rights, the Allottee shall be liable to compensate and also indemnify the Developer for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Developer; and
- 12.1.17 that the Allottee hereby accepts, confirms and declares that the covenants of the Allottee as contained in this Agreement shall (A) run perpetually; and (B) bind the Allottee and his/its successors-in-title or interest and that the Allottee shall be

responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.

- 12.2 The Parties hereby expressly agree that this Agreement is being executed by the Owners and the Developer on the understanding that the aforementioned covenants 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 and the Integrated Development, the terms and conditions as set forth herein are necessary and reasonable in order to protect the interest and rights of all the Co-Buyers and/or Co-Occupiers of the Integrated Development.
- 12.3 Subject to the provisions of Clauses 13.3 and 13.4 below, the Developer agrees and acknowledges, the Allottee shall have the right to the Unit as mentioned below:
- 12.3.1 the Allottee shall have exclusive ownership of the Unit;
- 12.3.2 the Allottee shall also have undivided proportionate share in the Common Areas. Since the share of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other Co-Buyers and/or Co-Occupiers of the Residential Property, maintenance staff, etc. without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the Common Areas to the Association after duly obtaining the completion certificate from the competent authority as per Applicable Laws; and
- 12.3.3 the Allottee has the right to visit the Project site to assess the extent of development of the Project and his unit on such days and within such time periods as maybe notified by the Developer from time to time, subject to the Allottee fully complying with safety and security measures as directed or issued by Developer.

13. EVENTS OF DEFAULTS AND CONSEQUENCES

- 13.1 Subject to the provisions of this Agreement and subject to the Allottee making timely payments hereunder, and save and except for the events specified in (a) and (b) of Clause 6.1.1 above, the Developer shall be considered under a condition of default in the following events:
- 13.1.1 the Developer fails to provide ready to move in possession of the Unit to the Allottee within the time period specified in Clause 6.1.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the competent authority under the Act. For the purpose of this Clause, 'ready to move in possession' shall mean that the unit 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 completion certificate has been issued by the competent authority; or
- 13.1.2 discontinuance of the Developer's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

13.2 In case of default by the Developer under the conditions listed in Clause 13.1 above, the Allottee shall be entitled to the following:

13.2.1 stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter shall the Allottee be required to make the next payment without any interest; or

13.2.2 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 Unit, along with interest at the rate prescribed in Rule 18 of the Rules within 45 (forty five) days of receiving the termination notice.

Provided that, where the Allottee does not intend to withdraw from the Project or terminate the Agreement, he/she/it shall be paid, by the Developer, interest at the rate prescribed in Rule 18 of the Rules, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Developer to the Allottee within 45 (forty five) days of the same becoming due.

13.3 The Allottee shall be considered to be under a condition of default: (a) in case the Allottee fails to make payment for two (2) demands made by the Developer as per the Payment Plan, of any amount due and payable by the Allottee under this Agreement (including his/her/its proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard; or (b) in the event that Allottee is in breach of its covenants, obligations, representations or warranties under this Agreement, which breach has not been remedied despite having been issued notice in that regard. In the event of (a) above, the Allottee shall be liable to pay to the Developer, interest at the rate prescribed in Rule 18 of the Rules, on all unpaid amounts from the date the amount is payable by the Allottee.

13.4 Without prejudice to the right of the Developer to charge interest in terms of Clause 13.3 above, in case the default by the Allottee under Clause 13.3 above continues for a period beyond 30 (thirty) days after notice from the Developer in this regard, the Developer, at its own option, may terminate this Agreement and refund the money paid to the Developer by the Allottee after deducting therefrom the Booking Amount, along with interest liabilities, and together with deduction of such other tax/levy as may be applicable at the time of such termination by the Developer, and this Agreement and any liability of the Developer shall thereupon stand terminated. Provided that, the Developer shall intimate the Allottee about the Developer's intention to terminate this Agreement by a written notice of at least 30 (thirty) days prior to such termination.

13.5 On and from the date of refund of the amount as mentioned in Clauses 13.2 and 13.4 above, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Allottee and the Allottee shall have no right, title and/or interest on the said Unit, the Project and/or the Said Land or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the said Unit and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

- 13.6 Notwithstanding anything to the contrary stated herein, it is hereby clarified that upon termination or cancellation of this Agreement for any reason whatsoever, the Parties hereto shall execute and register a deed of cancellation for the same before the concerned Sub-Registrar, as and when intimated by the Developer, at the Allottee's cost and expense. In the event that the Allottee fails or refuses to execute and/or register such deed of cancellation for any reason whatsoever, the Allottee shall be liable to pay to the Developer an amount equivalent to 9.99% (nine decimal nine nine percent) of the Total Price as damages, which amount is a reasonable pre-estimate of losses and not a penalty. In such event, the Allottee hereby agrees that the Developer shall have the right to forfeit an amount equivalent to such damages, prior to making a refund to the Allottee under this Agreement. The Allottee hereby agrees do all such acts or execute all such other documents, including but not limited to, executing and registering powers of attorney in favour of the Developer or its nominees, in such form and in such manner as the Developer may specify, at the cost and expense of the Allottee.
- 13.7 For the avoidance of doubt, it is hereby clarified that the Developer shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by the Indian postal authority or due to a change in address of the Allottee (save as provided in this Agreement) or loss in transit.

14. INDEMNITY

- 14.1 Each Party ("**Indemnifying Party**") hereby agrees to indemnify and save harmless the other Parties and their respective officers, directors, employees, partners and agents ("**Indemnified Parties**") promptly upon demand and from time to time against any and all direct losses, damages, costs, liabilities, fines, penalties, imposts, compensations paid in settlement or expenses (including without limitation, reasonable attorneys' fees and disbursements but excluding any consequential, punitive or special damages) (collectively, "**Losses**") arising out of (a) any mis-statement made by the Indemnifying Party; or (b) the failure by the Indemnifying Party to fulfill any agreement, covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement; or (c) any breach of any representations or warranties made by the Indemnifying Party; or (d) any claim or proceeding by any third party against the Indemnified Parties arising out of any act, deed or omission of the Indemnifying Party and/or persons acting for or under the Indemnifying Party ("**Claim**").
- 14.2 Without prejudice to any other provision of this Agreement, the Allottee hereby agrees to not make any claim for damage and/or compensations against the Owners and/or the Developer and/or their respective nominees on account of the following:
- 14.2.1 that the Allottee will have to bear the inconvenience, noise, sound, disturbance etc., if any caused due to the construction of the remaining part and portion of the Integrated Development; and/or
- 14.2.2 that the Developer intends to and may retain for themselves and may not sell to others, some or substantial number of Unit(s) or other spaces in the Project.

14.3 The Indemnified Parties shall be entitled to make a Claim by issuing a notice in writing to the Indemnifying Party and the Indemnifying Party shall pay an amount equal to the Losses within forty five (45) days from the date of such notice.

14.4 The indemnification rights of the Indemnified Parties under this Agreement are without prejudice to, independent of and in addition to, such other rights and remedies as the Indemnified Parties may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished hereby.

14.5 Notwithstanding anything to the contrary stated herein, the total liability of the Developer to the Allottee under this Agreement shall not exceed the amounts actually received from the Allottee by the Developer towards the Total Price.

15. **MORTGAGE OR CREATION OF CHARGE**

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

15.2 The Developer shall not, in any event, assume any liability and/or be held liable or responsible for, any loan/ financial assistance which may be availed by the Allottee and the Allottee shall keep the Developer indemnified in this regard.

16. **BINDING EFFECT**

16.1 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 schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of its receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar, as and when intimated by the Developer. If the Allottee 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 for its registration 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 its 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 and after deduction of such other tax/levy as may be applicable at such time.

16.2 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or any part thereof. The Allottee shall have no claim, save and except in respect of the Unit hereby agreed to be sold to him/her/it, and all open spaces, parking spaces, lobbies, staircases, terraces and recreational spaces shall remain the property of the Developer until the same is transferred as hereinbefore mentioned.

17. **ENTIRE AGREEMENT**

17.1 This Agreement, along with its schedules and annexures, 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 Unit, including but not limited to the Allotment Letter and the STC.

18. **RIGHT TO AMEND**

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

19. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**

19.1 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and by any subsequent allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

19.2 Prior to registration of the conveyance deed for the Unit in accordance with Clause 7 above, no assignment, sublease or alienation of interest in the Unit in full or in part, shall be permitted or recognized by the Developer (other than in the event of death of the Allottee) except upon (a) payment of a transfer fee @ 5 % (five percent) of the Total Price or the consideration for such transfer, whichever is higher, to the Developer, provided that the Allottee has cleared all his/her dues together with interest thereon, if any, payable till the date of such proposed transfer with respect to the Unit; and (b) execution and registration of a deed of cancellation by the Allottee in accordance with the terms hereof, all charges and expenses relating to which shall be borne by the Allottee. Provided that, no transfer fee is payable in case of transfer to the spouse or child or parents of the Allottee. It is further clarified that inclusion of a new joint allottee or change of a joint allottee shall be treated as a transfer unless such joint allottee is the spouse or child or parent of the original allottee. In the event that the Allottee is desirous of transferring the Unit to the spouse or child or parents of the Allottee, such transfer shall be permitted or recognized by the Developer, upon (a) payment of INR 10,000 (Indian Rupees ten thousand), provided that the Allottee has cleared all his/her dues together with interest thereon, if any, payable till the date of such proposed transfer with respect to the Unit; and (b) execution and registration of a deed of cancellation by the Allottee in accordance with the terms hereof, all charges and expenses relating to which shall be borne by the Allottee. All such transfers shall be subject to the execution and registration of an agreement of sale by the transferee, the Developer and the Owners, the costs for which shall be borne by the transferee.

20. **WAIVER NOT A LIMITATION TO ENFORCE**

20.1 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, 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 allottees.

20.2 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.

21. SEVERABILITY

21.1 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 to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the rules and regulations made thereunder or Applicable Laws, 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.

22. FURTHER ASSURANCES

22.1 All Parties agree that they shall execute, acknowledge and deliver to the other Parties such instruments and take such other actions, in addition 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.

23. PLACE OF EXECUTION

23.1 The execution of this Agreement shall be complete only upon its execution by the Allottee, the Owners, the Developer through its authorized signatory, at the Developer’s office, or at some other place, which may be mutually agreed between the Parties in [•]. After the Agreement is duly executed by the Parties or simultaneously with the execution the said Agreement, the said Agreement shall be registered at the office of the Sub-Registrar at [•]. Hence this Agreement shall be deemed to have been executed at [•].

24. NOTICES

24.1 All notices to be served on the Allottee, the Developer and the Owners as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer or the Owners by registered post at their respective addresses specified below:

To the Allottee

_____ Name of Allottee
_____ (Address of Allottee)

To the Owners or Developer;

225C, AJC Bose Road, 4th floor, post office – Circus Avenue, police station – Ballygunge, district – South 24-Parganas, Kolkata – 700 020

24.2 It shall be the duty of each Party to inform the other Parties of any change in address subsequent to the execution of this Agreement by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by such Party.

25. **JOINT ALLOTTEES**

25.1 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 be considered to be as properly served on all the Allottees.

26. **STAMP DUTY & REGISTRATION**

26.1 The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee.

26.2 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).

26.3 It is hereby clarified that neither the Developer nor the Owners shall have any liability for any variation in the amount of stamp duty and/or registration charges payable by the Allottee in pursuance of this Agreement, including but not limited to those payable with respect to any deed of conveyance or deed of cancellation for the Unit, all of which shall be solely borne by the Allottee.

27. **GOVERNING LAW**

27.1 That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with Applicable Laws for the time being in force and courts at Kolkata shall have jurisdiction for this Agreement.

28. **DISPUTE RESOLUTION**

28.1 All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms hereof 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.

29. **SAVINGS**

29.1 Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the Unit prior to the execution and registration of this Agreement for such Unit, shall not be construed to limit the rights and interests of the Allottee under this Agreement or under the Act or the rules or the regulations made thereunder.

30. **COUNTERPARTS**

30.1 This Agreement may be executed simultaneously in counterparts, each of which will be determined an original, but all of which will constitute one (1) and the same instrument.

[remainder of the page has been intentionally left blank]

FIRST SCHEDULE

PART A – OWNED LAND

ALL THAT piece and parcel of land admeasuring about 5.27 (Five decimal two seven) acres equivalent to 527 (five hundred and twenty seven) decimal (satak), be the same a little more or less being, lying, situated and comprised, Khatian No. 563 and 564, at and under Mouza, J.L. Number, R.S. L.R. Dag numbers, and area of land as mentioned below:

Sl. No.	R.S. & L.R. DAG NO	MOUZA	J.L. Number	AREA (ACRE)
1.	367(P)	Kamarpara	131	2.22
2.	371(F)	Kamarpara	131	0.60
3.	523(F)	Kamarpara	131	0.61
4.	524(F)	Kamarpara	131	0.05
5.	525(F)	Kamarpara	131	0.16
6.	526(F)	Kamarpara	131	0.04
7.	527(F)	Kamarpara	131	0.23
8.	527/1063(F)	Kamarpara	131	0.17
9.	527/1109(F)	Kamarpara	131	0.18
10.	527/1110(F)	Kamarpara	131	0.04
11.	527/1111(F)	Kamarpara	131	0.21
12.	527/1112(F)	Kamarpara	131	0.26
13.	527/1113(F)	Kamarpara	131	0.21
14.	527/1115(F)	Kamarpara	131	0.29
	TOTAL			5.27

PART B – ADDITIONAL LAND

ALL THAT piece and parcel of land admeasuring about 6.70 (six decimal seven zero) acres equivalent to 670 (six hundred and seventy) decimal (satak), be the same a little more or less being, lying, situated and comprised in, Khatian No. 563 and 564, at and under Mouza, J.L. Number, R.S. L.R. Dag numbers, and area of land as mentioned below:

Sl. No.	R.S. & L.R DAG NO	MOUZA	J.L. Number	AREA (ACRE)
1.	344(P)	Kamarpara	131	0.05
2.	346(F)	Kamarpara	131	0.35
3.	347(F)	Kamarpara	131	0.77
4.	347/1089(P)	Kamarpara	131	0.43
5.	350(P)	Kamarpara	131	2.21
6.	361(P)	Kamarpara	131	0.04
7.	362(F)	Kamarpara	131	0.04
8.	363(F)	Kamarpara	131	0.39
9.	364(F)	Kamarpara	131	0.20
10.	365(F)	Kamarpara	131	0.23
11.	366(F)	Kamarpara	131	0.74
12.	367(P)	Kamarpara	131	0.66
13.	368(F)	Kamarpara	131	0.59
	TOTAL			6.70

PART C – TOTAL LAND

ALL THAT piece and parcel of land admeasuring about 11.97 (eleven decimal nine seven) acres, be the same a little more or less being, lying, situated and comprised in, Khatian No. 564, at and under Mouza, J.L. Number, R.S. L.R. Dag numbers, and area of land as mentioned below:

R.S. & L.R DAG NO.	Mouza	J.L. No.	AREA (ACRE)
344(P)	Kamarpara	131	0.05
346(F)	Kamarpara	131	0.35
347(F)	Kamarpara	131	0.77
347/1089(P)	Kamarpara	131	0.43
350(P)	Kamarpara	131	2.21
361(P)	Kamarpara	131	0.04
362(F)	Kamarpara	131	0.04
363(F)	Kamarpara	131	0.39
364(F)	Kamarpara	131	0.20
365(F)	Kamarpara	131	0.23
366(F)	Kamarpara	131	0.74
367(F)	Kamarpara	131	2.88
368(F)	Kamarpara	131	0.59
371(F)	Kamarpara	131	0.60
523(F)	Kamarpara	131	0.61
524(F)	Kamarpara	131	0.05
525(F)	Kamarpara	131	0.16
526(F)	Kamarpara	131	0.04
527(F)	Kamarpara	131	0.23
527/1063(F)	Kamarpara	131	0.17
527/1109(F)	Kamarpara	131	0.18
527/1110(F)	Kamarpara	131	0.04
527/1111(F)	Kamarpara	131	0.21
527/1112(F)	Kamarpara	131	0.26
527/1113(F)	Kamarpara	131	0.21
527/1115(F)	Kamarpara	131	0.29
TOTAL			11.97

SECOND SCHEDULE

INTEGRATED DEVELOPMENT

The Total Land has been earmarked for the purpose of building therein a self-contained residential cum commercial project, under the name and style of 'Bonochhaya', comprising of two (2) separate phases. 'Phase 1' of the Integrated Development shall be consisting of commercial cum residential developments. The commercial developments in 'Phase 1' shall include one Plaza, one Curio Shop, one Convenience Store, one Gallery, one Experience Centre subject of permissible modification and addition as per Applicable Laws. The residential developments in 'Phase 1' of the Integrated Development shall be consisting of several Villas, Row-Houses and various other ancillary development works subject of permissible modification and addition as per Applicable Laws. 'Phase 2' of the Integrated Development shall be consisting of Studio Apartments and other ancillary development works subject of permissible modification and addition as per Applicable Laws.

THIRD SCHEDULE

PART - A SAID LAND

ALL THAT piece and parcel of land admeasuring about 10.41 Acre (ten decimal four one) acres equivalent to 1041 (one thousand and forty one) decimal (satak), be the same a little more or less being, lying, situated and comprised in, Khatian No. 563 and 564, at and under Mouza, J.L. Number, R.S. L.R. Dag numbers, and area of land as mentioned below:

SI No	MOUZA	JL NO	R.S. & L.R DAG NO	AREA (ACRE)
1.	Kamarpara	131	344(P)	0.0500
2.	Kamarpara	131	346(F)	0.3500
3.	Kamarpara	131	347(F)	0.7700
4.	Kamarpara	131	347/1089(F)	0.4300
5.	Kamarpara	131	350(F)	2.2100
6.	Kamarpara	131	361(P)	0.0400
7.	Kamarpara	131	362(F)	0.0400
8.	Kamarpara	131	363(P)	0.3900
9.	Kamarpara	131	364(F)	0.2000
10.	Kamarpara	131	367(P)	2.8800
11.	Kamarpara	131	371(F)	0.6000
12.	Kamarpara	131	523(F)	0.6100
13.	Kamarpara	131	524(F)	0.0500
14.	Kamarpara	131	525(F)	0.1600
15.	Kamarpara	131	526(P)	0.0400
16.	Kamarpara	131	527(P)	0.2300
17.	Kamarpara	131	527/1109(P)	0.1800
18.	Kamarpara	131	527/1110(F)	0.0400
19.	Kamarpara	131	527/1111(P)	0.2100
20.	Kamarpara	131	527/1112(P)	0.2600
21.	Kamarpara	131	527/1113(P)	0.2100
22.	Kamarpara	131	527/1115(F)	0.2900
23.	Kamarpara	131	527/1063(P)	0.1700
			TOTAL	10.41

PART – B
Residential Property

SL NO	MOUZA	JL NO	R.S. & L.R DAG NO	AREA (ACRE)
1.	Kamarpara	131	344(P)	0.0500
2.	Kamarpara	131	346(F)	0.3500
3.	Kamarpara	131	347(F)	0.7700
4.	Kamarpara	131	347/1089(F)	0.4300
5.	Kamarpara	131	350(F)	2.2100
6.	Kamarpara	131	361(P)	0.0400
7.	Kamarpara	131	362(F)	0.0400
8.	Kamarpara	131	363(P)	0.3900
9.	Kamarpara	131	364(F)	0.2000
10.	Kamarpara	131	367(P)	2.8800
11.	Kamarpara	131	371(F)	0.6000
12.	Kamarpara	131	523(F)	0.6100
13.	Kamarpara	131	524(F)	0.0500
14.	Kamarpara	131	525(F)	0.1600
15.	Kamarpara	131	526(P)	0.0382
16.	Kamarpara	131	527(P)	0.1300
17.	Kamarpara	131	527/1109(P)	0.0243
18.	Kamarpara	131	527/1110(F)	0.0000
19.	Kamarpara	131	527/1111(P)	0.0093
20.	Kamarpara	131	527/1112(P)	0.1303
21.	Kamarpara	131	527/1113(P)	0.0851
22.	Kamarpara	131	527/1115(F)	0.2900
23.	Kamarpara	131	527/1063(P)	0.0118
			TOTAL	9.50

PART - C
Commercial Property

SL NO	MOUZA	JL NO	R.S. & L.R DAG NO	AREA (ACRE)
1.	Kamarpara	131	526(P)	0.0018
2.	Kamarpara	131	527(P)	0.1000
3.	Kamarpara	131	527/1109(P)	0.1557
4.	Kamarpara	131	527/1110(F)	0.0400
5.	Kamarpara	131	527/1111(P)	0.2006
6.	Kamarpara	131	527/1112(P)	0.1297

7.	Kamarpara	131	527/1113(P)	0.1249
8.	Kamarpara	131	527/1063(P)	0.1582
			TOTAL=	0.91

FOURTH SCHEDULE

UNIT

All that [villa/row house/terrace apartment] no. [●] having Carpet Area of [●] square feet, built up area of [●] square feet and super built up area of [●] square feet on a piece of land measuring about [●] decimal on L.R. Dag No. [●], Mouza - [●], Khatian No. [●], [along with garage/ parking admeasuring approximately [●] square feet], on a piece of land measuring about [●] Decimal, on LR. Dag No. [●], Mouza - [●], Khatian No. [●], comprised of [●] Bedroom, [●] Kitchen, [●] Bathroom, living room, [●] dining room, [●] covered deck, [●] terrace, [●] planter bed, [●] open car parking space, together with a *pro rata* share in the Common Areas.

FIFTH SCHEDULE

COMMON AREAS

PART I

1. Boundary wall along the periphery of the Residential Property other than interface with the Commercial Property, including Entrance gates, Security Cabins & Boom barriers.
2. Water distribution network and pump rooms within the Residential Property.
3. Driveways, pathways, access road, rotaries, approach road, passage within the Residential Property and shared with other parcels of the Integrated Development.
4. Landscaped gardens (excluding private gardens), lawns within the Residential Property.
5. Street lights, campus and garden lights, fittings, fixtures and electrical installations in the common areas of the Residential Property.
6. Road and Building signage within the Residential Property.
7. Underground sewage, drainage, electrical, water etc. line and/or trenches underneath the land parcel comprised in the Residential Property.
8. Outdoor CCTV and other security systems (if any) etc. within the Residential Property.
9. Diesel Generator Sets, low tension line switches, transformers, substations, switch gears, control panels etc. within the Residential Property.
10. Drivers Dormitory within the Residential Property.
11. Guest Parking facilities within the Residential Property.
12. Central Water Feature within the Residential Property.
13. Club, Convenience Store, Play court and all others common amenity spaces within the Residential Property.

(if applicable)

PART II

[(Row House) Building Common area]

1. Entrance lobbies, ramps, steps and common circulation spaces in the Building.
2. Common Staircases and landings on all floors of the Building.
3. Ultimate roof of the Building as earmarked for common purposes and services (if any).
4. Space allocated for common utilities like meter room, letter box, maintenance space & other utility, etc. in the Building.
5. Internal drainage and sewerage system, plumbing, vertical stacks and shafts of the Building.
6. Electrical ducts and risers, fitting, fixtures, lights, switches for the common areas of the Building.
7. Landscape Garden, Plantation space if any in the Building.
8. Rising main of electricity cables from electrical meter boards in the Building.
9. Water supply system, pipes and other common plumbing installations in the Building.
10. Security and surveillance systems if any in the Building.

SIXTH SCHEDULE

SPECIFIED INFRASTRUCTURE

1. All infrastructure facilities works including water storage tanks, fire-fighting arrangements, fire reservoir, water supply bore wells, sewerage, drainage, electrical trenches, pump and accessories thereto within the Project, excluding those specified otherwise.
2. Sewage treatment plant and Sewage supply arrangements.
3. Water treatment plant and water supply arrangements and Pump Room.
4. Electrical Sub-station, Transformers, Diesel Generator, ducts, duct covers and risers, fitting, fixtures, lights and switches associated with the same.
5. Solid waste management system.

SEVENTH SCHEDULE

PART I COMMON CHARGES AND EXPENSES

1. Costs and expenses relating to the maintenance, management, upkeep, repair, redecoration of the Common Areas within the Residential Property.
2. Costs and expenses relating to abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the Residential Property or any part thereof, so far as the same is not the liability of or attributable to the apartment of any individual owner of any apartment.
3. Costs and expenses relating to purchase, maintenance, renewal and insurance etc., of equipments, utilities and/or the provision of any service related to the Common Areas.
4. Costs and expenses relating to the maintenance of the Boundary walls surrounding the Residential Property area.
5. Costs and expenses relating to the maintenance of the driveways, pathways, access road, rotaries, approach road, passage within the Residential Property area and shared with other co-buyers and co-occupiers of the Integrated Development.
6. Costs and expenses relating to the maintenance of the landscaped gardens (excluding private gardens), lawns within the Residential Property.
7. Costs and expenses relating to the maintenance, management, upkeep of the lawns, water bodies, passage-ways, drive ways and other Common Areas in the Residential Property.
8. Costs and expenses relating to the maintenance of the campus and garden lights and other fittings fixtures and electrical installations in the common areas within the Residential Property.
9. Cost of working, maintenance, management, upkeep, repair, replacement, of water connections, lights, pumps, generators and other equipments and utilities used for the common use of the residents of the Residential Property.
10. Costs and expenses relating to the maintenance of the Road and Building signage within the Residential Property.
11. Costs and expenses relating to the maintenance of the outdoor CCTV and other security systems (if any) etc. within the Residential Property.
12. Costs and expenses relating to the maintenance of the diesel generator sets, low tension line switches, transformers, substations, switch gears, control panels etc. within the Residential Property.
13. Costs and expenses relating to the maintenance of the Drivers Dormitory within the Residential Property.
14. Costs and expenses relating to the maintenance of the guest parking facilities within the Residential Property.
15. Costs and expenses relating to the maintenance of the Central Water Feature within the Residential Property.
16. Costs and expenses relating to the maintenance of the Club, Play court and all others common amenity spaces within the Residential Property.
17. Cost and expenses related to providing and arranging for removal waste, rubbish etc.
18. Costs towards payment of premium for insuring any part of the facilities, equipments, and utilities in the common areas within the Residential Property.
19. Costs and expenses relating to plantation of trees, maintenance of gardens and supply of water to the gardens within the Residential Property.
20. The salaries, emoluments and all other financial benefits of the persons to be employed for managing and maintaining the Common Areas of the Residential Property.

21. Municipal and other taxes, levies, impositions, water charges tax, and electricity charges for the Common Areas.
22. All rates, levies, taxes or fees that are to be paid for providing the services which are to be provided to the Residential Property and which are payable under any existing law or enforced law under any other enactment in future or payable under any other arrangement.
23. Maintenance Fees and / or Charges payable to the Property Management Agency for the maintenance and management of the Common Areas.
24. Such other costs, expenses, etc. incidental to and/or ancillary and/or related to any of the matters, items, issues, etc. required for maintenance, management, upkeep of the Common Areas.

(IF APPLICABLE)

(Row House Building Common area)

1. Costs and expenses related to maintenance of the entrance lobbies, pedestrian ramps, steps and common circulation spaces in the Building.
2. Costs and expenses related to maintenance common staircases and landings on all floors of the Building.
3. Costs and expenses related to maintenance of the ultimate roof of the Building.
4. Costs and expenses related to maintenance of Space allocated for common utilities like meter room, letter box, maintenance space & other utility, etc. in the Building.
5. Costs and expenses related to maintenance of internal drainage and sewage system, plumbing, vertical stacks and shafts of the Building.
6. Costs and expenses related to maintenance of electrical ducts and risers, fitting, fixtures, lights, rising main of electricity cables from electrical meter boards , switches for the common areas of the Building.
7. Costs and expenses related to maintenance of landscape garden, plantation space (if any) in the Building.
8. Costs and expenses related to maintenance of staircases and landings on all floors of the Building.
9. Costs and expenses related to maintenance of the fire-fighting and detection systems, firehouse-reels, yard hydrants (if any) in the of the Building.
10. Costs and expenses related to maintenance of the water supply system of the Building and water pipes and other common plumbing installations in the Building.
11. Costs and expenses related to maintenance of the Security and surveillance systems in the Building (if any).
12. Maintenance Fees and / or Charges payable to the Property Management Agency for the maintenance and management of the Building.
13. Costs and expenses relating to renewal of various licenses, including but not limited to fire, pollution and annual maintenance contracts with regard to the Building.
14. Costs and expenses relating to maintenance of the, operating, repairing, renovating, painting, decorating, replacing, amending, renewing and where appropriate cleaning of the Building.
15. Costs and expenses relating to maintenance of the structure of the Building, its foundations and walls, the plumbing in the Building.
16. Costs towards payment of premium for insuring the Building and the facilities, equipments, and utilities in the common areas within the Building.
17. Such other costs, expenses, etc. incidental to and/or ancillary and/or related to any of the matters, items, issues, etc. required for maintenance, management, upkeep of the Building.

PART II
INFRASTRUCTURE MAINTENANCE CHARGES

1. Costs and expenses relating to the maintenance of all infrastructure facilities, works including water storage tanks, fire-fighting arrangements (including fire reservoir), water supply bore wells, sewerage, drainage, Electrical trenches, Pump and accessories thereto within the Integrated Development, excluding those specified otherwise.
2. Costs and expenses relating to the maintenance of the sewerage treatment plant and sewerage supply arrangements, , as may be applicable.
3. Costs and expenses relating to the maintenance of the water treatment plant and water supply arrangements, Pump Room.
4. Costs and expenses relating to abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the Integrated Development or any part thereof, so far as the same is not the liability of or attributable to any specific project or allottee within the Integrated Development.
5. Costs and expenses relating to purchase, maintenance, renewal and insurance etc., of equipments, utilities and/or the provision related to the Specified Infrastructures.
6. Cost and expenses of cleaning and lighting the Specified Infrastructures.
7. Cost of working, maintenance, management, upkeep, repair, replacement, of water connections, lights, pumps, generators and other equipments, plant and machineries, and utilities used for the Specified Infrastructures, as may be applicable.
8. The salaries, emoluments and all other financial benefits of the persons to be employed for managing and maintaining the Specified Infrastructures.
9. Municipal and other taxes, levies, impositions, water charges tax, and electricity charges for the Specified Infrastructure.
10. Costs towards payment of premium for insuring the facilities, equipments, plant and machineries and utilities of the Specified Infrastructures.
11. All rates, levies, taxes or fees that are to be paid for providing the services which are to be provided to the Integrated Development which are payable under any existing law or enforced law under any other enactment in future or payable under any other arrangement.
12. Maintenance Fees and / or Charges payable to the Property Management Agency for the maintenance and management of the Specified Infrastructures.
13. Costs and expenses relating to renewal of various licenses related to Integrated Development and which are not attributable to any specific project within the Integrated Development.
14. Costs and expenses related to maintenance and upkeep of electrical sub-station, transformers, diesel generator, ducts, duct covers and risers, fitting, fixtures, lights and switches associated with the same, as may be applicable.
15. Costs and expenses related to maintenance and upkeep of solid waste management system of the Integrated Development.
16. Cost of clearing, repairing, reinstating any drains and sewers, plant and machineries, electrical infrastructure forming part of the Specified Infrastructure.
17. Such other costs, expenses, etc. incidental to and/or ancillary and/or related to any of the matters, items, issues, etc. stated in this Schedule.
18. Costs and expenses relating to plantation of trees, maintenance of gardens and supply of water to the gardens, as may be applicable.

EIGHTH SCHEDULE

PAYMENT PLAN

The Allottee has agreed to pay to the Developer a total sum of INR/- (Indian Rupees) towards Total Price of the said Unit.

The Total Price has been arrived at in the following manner:

Total Price of the Unit					
S.L.	Details		Description	Amount	Applicable Tax
A.		a	Cost of Unit*		
		b	Cost of balcony area		
		c	Cost of open area		
		d	Cost of Common Area		
			Unit Price (a+b+c+d)		
The cost of unit in (a) above has been arrived at based on a rate of Rs. " ____ " per square feet of Carpet Area.					
B.	Other Charges:		Cost of Club charges, electrical infrastructure charges, diesel generator, legal charges		
	Total Price		(A+B)		
Total Price of the Unit including applicable taxes					
Corpus Deposit					
	Deposit		Applicable Corpus Deposit		

*Provide break-up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per Clause 9.3, etc. if/as applicable.

Explanation:

- (i) The Total Price above includes the Booking Amount paid by the Allottee to the Developer towards the Unit.

- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Developer by way of goods and service tax 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 Unit to the Allottee and the Residential Property to the Association, as the case may be, after obtaining the completion certificate.
 Provided that, in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Developer 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 competent authority, which shall include the extension of registration, if any, granted to the said Project by the competent authority, as per the Act, the same shall not be charged from the Allottee.
- (iii) It is hereby clarified that stamp duty, registration fee and mutation charges shall not be included in the Total Price and the same shall be paid by the Allottee as per actuals.
- (iv) The Developer shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make the payment demanded by the Developer within the time and in the manner specified therein. 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.
- (v) The Total Price of the Unit includes recovery of price of land, construction of not only the Unit, 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, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges (as specified in Clause 9.3), etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project.

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

Schedule of Payment of Total Price		
Particulars	Due Dates	Payment %
Booking Amount	On Booking	
1st Installment	On completion of foundation	
2nd Installment	On completion of 1st floor slab	
3rd Installment	On completion of Roof slab	

Schedule of Payment of Total Price		
Particulars	Due Dates	Payment %
4th Installment	On completion of Ground floor brick work	
5th Installment	On completion of 1st floor brick work	
6th Installment	On completion of Flooring	
7th Installment	Before possession	
Schedule of Payment of Corpus Deposit		
Particulars	Due Dates	Payment %
1st Installment	On completion of foundation	
2nd Installment	Before possession	

NINTH SCHEDULE

TERMS, CONDITIONS, COVENANTS, STIPULATIONS, OBLIGATIONS AND RESTRICTIONS TO BE OBSERVED BY THE ALLOTTEE AND/OR OCCUPIERS OF THE UNIT

The terms, conditions, stipulations, obligations and restrictions that the Allottee and all persons into whosoever's hands the Unit may come, are bound to adhere to and observe, include but are not limited to, the following:

1. That the Allottee agrees and acknowledges that basements and service areas located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per the sanctioned plan and that the Allottee shall not be permitted to use the service areas and the basements in any other manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Promoter, the Association or the Property Management Agency, as the case may be, for rendering maintenance services;
2. That the Allottee shall co-operate with the other Co-Buyers and Co-Occupiers of the Project and/or the Integrated Development, the Promoter, the Association and/or the Property Management Agency, as the case may be, in the management and maintenance of the Unit, the Building (if applicable), the Project and the Integrated Development and shall abide by the directions and decisions of the Promoter, the Association and/or the Property Management Agency, as the case may be, as may be made from time to time in the best interest of the Unit, the Building (if applicable), the Project and/or the Integrated Development;
3. That the Allottee shall abide by and observe at all times the regulations framed by the Promoter, Association and/or Property Management Agency, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Unit, the Project and/or the Integrated Development and shall also abide by the Applicable Laws;
4. That the Allottee shall pay to the Promoter, the Association or the Property Management Agency, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Building (if applicable), the Project and/or the Integrated Development, that has been caused by the negligence and/or wilful act of the Allottee and/or any occupier of the Unit and/or family members, guests or servants of the Allottee or such other occupiers of the Unit;
5. That the Allottee shall, after taking possession, be solely responsible to maintain the Unit at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, the Building (if applicable) or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Unit and shall keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings 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 Unit or the Building (if applicable) is not in any way damaged or jeopardized;

6. That the Allottee shall carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Unit or the Building (if applicable) which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
7. That the Allottee shall not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. anywhere on the exterior of the Building (if applicable), the Project, the Integrated Development, the buildings therein or Common Areas;
8. That the Allottee shall 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;
9. That the Allottee shall not store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Unit or the Building (if applicable) or store such goods which are objected to by the concerned local or other authority and shall take care while carrying heavy packages, which may damage or likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building and in case any damage is caused to the Building or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach;
10. That the Allottee shall also not add or remove any wall, including the outer and load bearing wall of the Unit;
11. That the Allottee shall not make any additional constructions within the Unit or upon any land, garden area, open terrace or parking space, comprised in or adjacent to the Unit, including but not limited to construction of any additional floors, wings or annexes, since the Project is being developed as a gated community;
12. That the Allottee shall not demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior written permission of the Promoter and/or the Association or the Property Management Agency;
13. That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Total Land or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
14. That the Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the compound or any portion of the Said Land, other than in the area earmarked for the such purpose;
15. That the Allottee shall pay to the Promoter, the Association or the Property Management Agency, as the case may be, within 15 (fifteen) days of demand by the Promoter, security

deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Unit;

16. That the Allottee shall bear and pay increases in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority and/or insurance company, on account of change of user of the Unit by the Allottee to any purposes other than for purpose for which it is sold;
17. That the Allottee shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Promoter and other Co-Buyers and/or Co-Occupiers of the Project and/or the Integrated Development;
18. That the Allottee shall not have any manner of right, title or interest in respect of the Specified Infrastructure, save and except the right to use and enjoy/ receive certain common services of/from the said Specified Infrastructure, subject to the timely payment of the Infrastructure Maintenance Charges;
19. That the Allottee shall not make any claim and/or demand for damages and/or compensations against the Owners and/or Promoter and/or its nominees for the reason that the Allottee will have to bear the inconvenience, noise, sound, disturbance etc., if any, caused due to the construction of the remaining and/or additional part and portion of the Integrated Development by the Promoter or its nominees;
20. That the Allottee shall carry out any repair or interior or any other works in the Unit only between reasonable hours so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Buyers and/or Co-Occupiers of the Project and/or the Integrated Development;
21. That the Allottee shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Unit only through the ducts and pipes provided there for, ensuring that no inconvenience is caused to the Promoter or to the other Co-Buyers and/or Co-Occupiers of the Project. The main electric meter shall be installed only at the common meter space in the Building or Project, as the case may be. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Project or the Said Land, save and except in the manner indicated by the Promoter or the Property Management Agency or the Association, as the case may be;
22. That if the Allottee lets out or sells the Unit, the Allottee shall immediately notify the Promoter or Property Management Agency or the Association, as the case may be, of the tenant's/transferee's details, including address and telephone number;
23. That the Allottee shall not sub-divide the Unit and/or any part or portion thereof;
24. That the Allottee shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts or portions;
25. That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Unit;

26. That the Allottee shall not install grills, the design of which has not been suggested and/or approved by the Promoter, Property Management Agency or the Association or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the Project;
27. That the Allottee shall not build, erect or put upon the Common Areas or the Specified Infrastructure any item of any nature whatsoever;
28. That the Allottee shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Building (if applicable), the Project or the Integrated Development in any manner;
29. That the Allottee shall not use the Unit or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any Co-Buyers and/or Co-Occupiers of the Project and/or the Integrated Development;
30. That the Allottee shall not use the Unit for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
31. That the Allottee shall not make or permit any disturbing noises in the Unit by the Allottee himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers of the Integrated Development;
32. That the Allottee shall not keep in the garage, if any, anything other than cars or two-wheeler or use the said garage or parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
33. That the Allottee shall not park or allow its vehicle to be parked in the pathway or open spaces in the Integrated Development or any part or portion thereof, save and except the parking space allotted to the Allottee or any other place specifically demarcated for the parking of the vehicles of visitors of Co-Buyers and Co-Occupiers of the Integrated Development;
34. That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building (if applicable) or the Project in any manner whatsoever;
35. That the Allottee shall not misuse or permit to be misused the water supply to the Unit;
36. That the Allottee shall not change/alter/modify the name of the Building (if applicable) or the Project from that mentioned in this Agreement;
37. That the Allottee shall not use the name/mark of the Promoter 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 Unit and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;

38. That the Allottee shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Unit, the garage or parking space, if any, and the Common Areas;
39. That the Allottee shall not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances;
40. That the Allottee shall not install or keep or run any generator in the Unit and the garage, if any;
41. That the Allottee shall not smoke in public places inside the Project and the Integrated Development which is strictly prohibited and the Allottee and his/her/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
42. That the Allottee shall not pluck flowers or stems from the gardens or plants;
43. That the Allottee shall not throw or allow to be thrown litter on the grass planted within the Project or the Integrated Development;
44. That the Allottee shall not trespass or allow to be trespassed over lawns and green plants within the Project or the Integrated Development;
45. That the Allottee shall not overload the passenger lifts and shall move goods only through the staircase of the Building (if applicable);
46. That the Allottee shall not use the elevators in case of fire;
47. That the Allottee agrees and acknowledges that the Promoter, the Association and the Property Management Agency shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
48. That the Allottee shall not fix or install any antenna on the roof or terrace of the Unit or the Building (if applicable) or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Promoter, the Association and/or the Property Management Agency, as the case may be;
49. That the Allottee shall not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
50. That the Allottee shall remain fully responsible for any domestic help or drivers employed by the Allottee and any pets kept by the Allottee;
51. That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the Unit after he/she/they has/have taken possession thereof, by a competent authority, or require or hold the Promoter or Property Management Agency liable for execution of such works;
52. That the Allottee is entering into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to the Project and the Integrated Development and that

the Allottee shall comply with and carry out, from time to time after the Allottee has taken over the occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Unit at his/ her/its own cost; and

53. That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building, the Project and the Integrated Development.

TENTH SCHEDULE

PART A

(SPECIFICATIONS AMENITIES AND FACILITIES FOR THE UNIT)

Building-Specifications	Bakul Villas / Palash Villa	Shimul Row Houses
<u>Structure:</u>		
Foundation	Isolated Footing	Isolated Footing
Structure:	Reinforced cement concrete framed structure as per current IS Code Provision	Reinforced cement concrete framed structure as per current IS Code Provision
Walls	Bricks masonry	Bricks masonry
<u>Flooring</u>		
Living/Dining & Bedroom	Vitrified Tiles	Vitrified Tiles
Balcony	AntiSkid Ceramic Tiles	AntiSkid Ceramic Tiles
Terrace	AntiSkid Ceramic Tiles	AntiSkid Ceramic Tiles
Internal Staircase	Natural Stone	Natural Stone
Common Staircase	N.A.	Natural Stone
Common Passage / Corridor	N.A.	Natural Stone
Entrance Lobby with steps	N.A.	Natural Stone
Lift	N.A.	N.A.
Common Areas	N.A.	N.A.
<u>Kitchen</u>		
Floor	Vitrified Tiles	Vitrified Tiles
Counter	Granite	Granite
Sink	Stainless Steel with drainboard	Stainless Steel with drainboard
Dado	Ceramic Tiles	Ceramic Tiles
<u>Toilets</u>		
Floor	Antiskid Ceramic Tiles	Antiskid Ceramic Tiles
Dado	Ceramic Tiles	Ceramic Tiles
WC	European type	European type
Basin	Counter top white Ceramic	Counter top white Ceramic

Fittings	Chromium plated	Chromium plated
Doors		
Main Door	Flush door with Laminate finish	Flush door with Laminate finish
Other door	Flush door with Paint finish	Flush door with Paint finish
Balcony	Glazed Aluminium Door	Glazed Aluminium Door
Terrace	Glazed Aluminium Door	Glazed Aluminium Door
Windows		
	Glazed Aluminium Windows	Glazed Aluminium Windows
Finishes		
Internal Finishes	Putty running over plaster	Putty running over plaster
External finishes	Exterior Acrylic emulsion paint	Exterior Acrylic emulsion paint
Electrical	Concealed wiring and modular switches	Concealed wiring and modular switches
Balcony Railing	MS.	MS.
Staircase railing	MS.	MS.

PART B

(SPECIFICATIONS AMENITIES AND FACILITIES FOR THE PROJECT)

1. Security Room in brickwork and ceramic tile in floor & Boom Gates
2. Central water feature with natural stone and sculptures within the Project
3. Facility management room within the Project with ceramic tile flooring.
4. Visitors' parking spaces if any finished with grass pavers
5. Store rooms, driver's rooms, utility rooms and toilets within the Project with ceramic tile flooring.
6. Designated driveways and pathways with paver block finish within the Project;
7. Landscaped gardens (excluding private gardens) and lawns within the Project;
8. Banquet hall , swimming pool , gymnasium areas as part of community Club.
9. Convenience store
10. Landscaped courts

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

Executed and delivered by the Owners at Kolkata:

1.

2.

Executed and delivered on behalf of the Developer at Kolkata:

Executed and Delivered by the Allottee(s) at Kolkata

All in the presence of:

1.

2.

ANNEXURE – A
OWNED LAND/ADDITIONAL LAND /TOTAL LAND

ANNEXURE – B
INTEGRATED DEVELOPMENT

ANNEXURE – C
SAID LAND

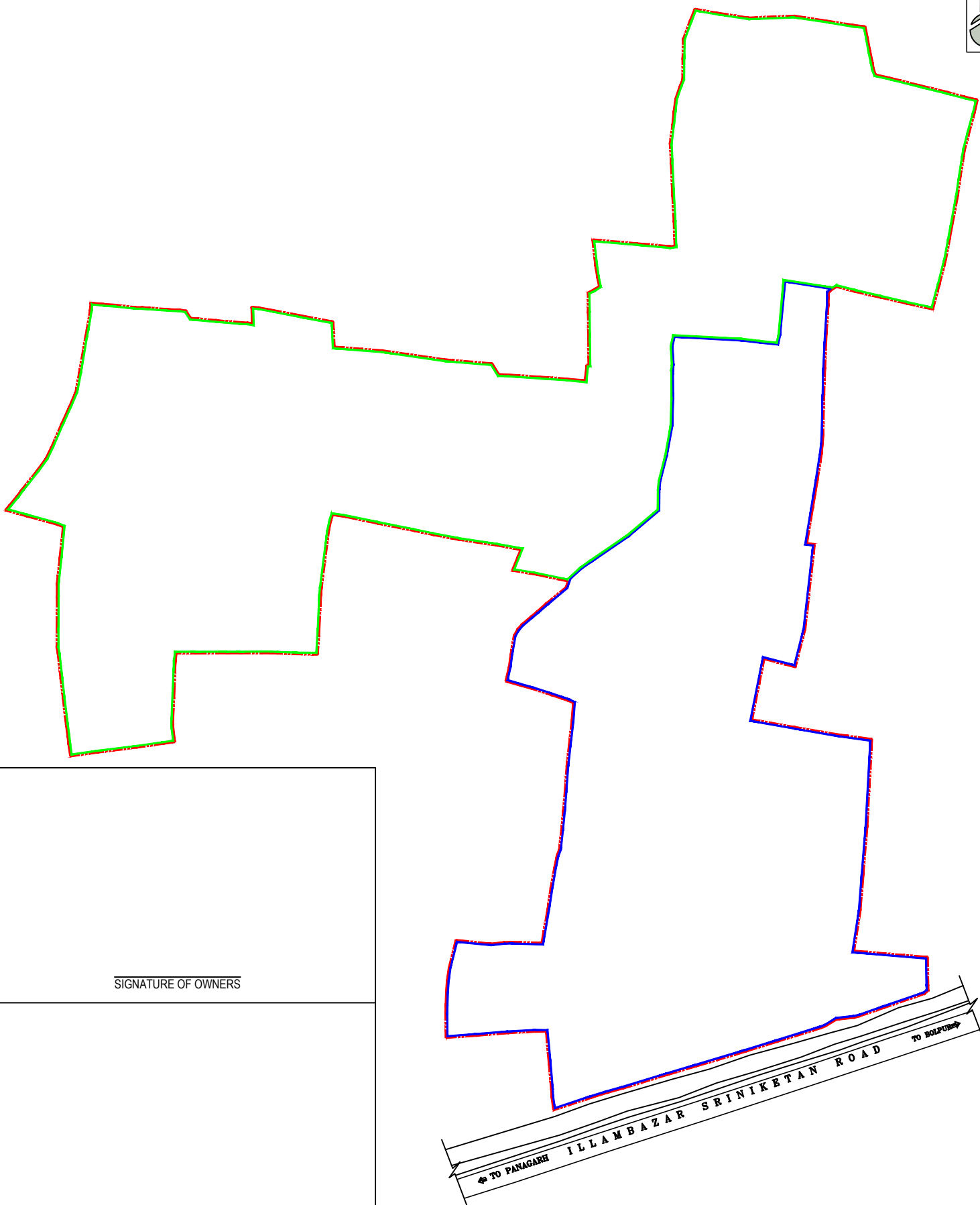
ANNEXURE – D
UNIT

ANNEXURE – E
ACCESS ROAD

MEMO OF CONSIDERATION

Received Rupees _____ (Rupees _____) towards part of Total Price for the sale of the Unit as per the terms of this Agreement.

Developer



SIGNATURE OF OWNERS




SIGNATURE OF DEVELOPER

SIGNATURE OF ALLOTTEE(S)

Hiland Projects Limited

Authorised Signatory

LEGEND:

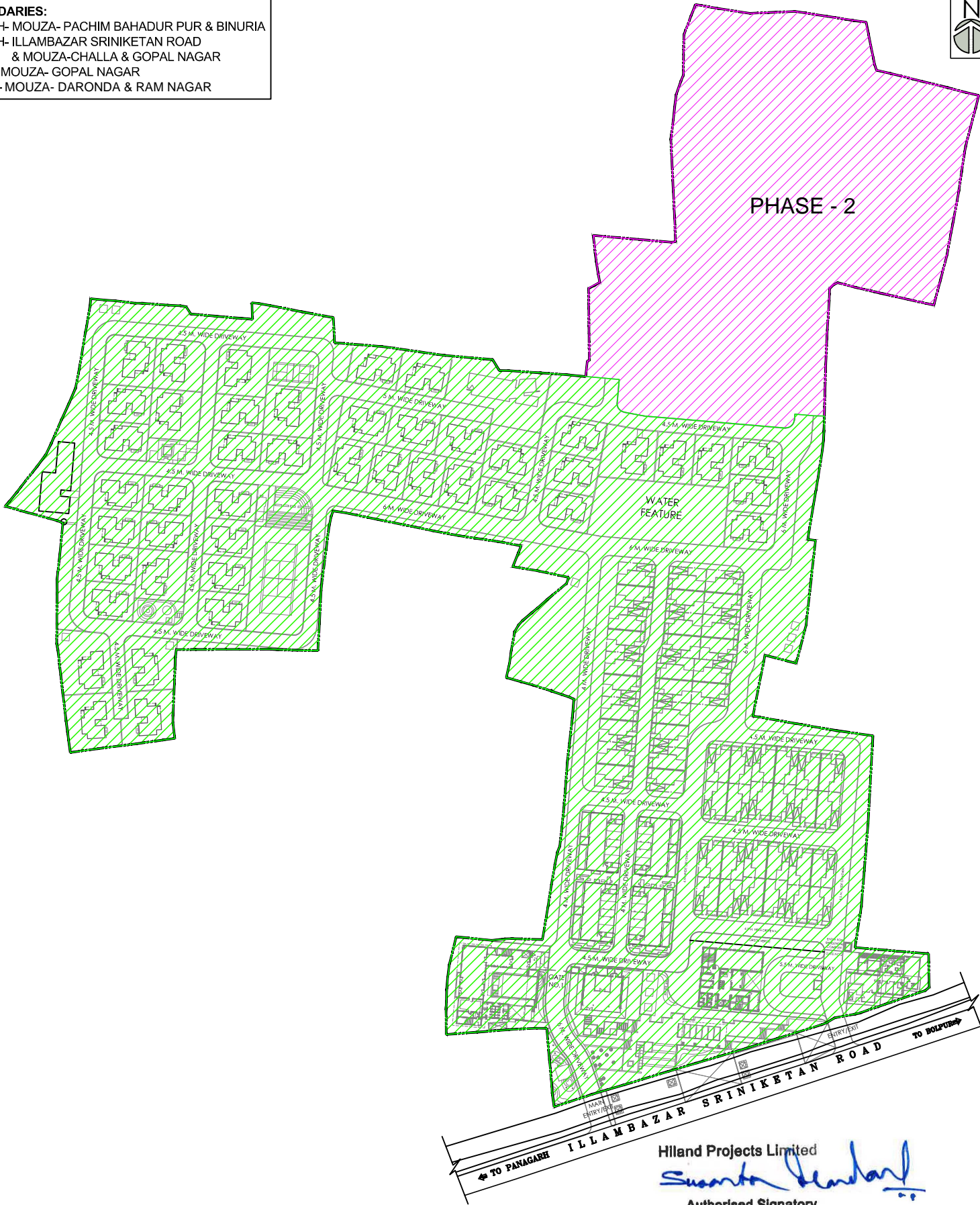
-  PART A - OWNED LAND - 5.27 ACRE
-  PART B - ADDITIONAL LAND - 6.70 ACRE
-  PART C - TOTAL LAND - 11.97 ACRE

PROJECT BOUNDARIES:
NORTH- MOUZA - PACHIM BAHADUR PUR & BINURIA
SOUTH- ILLAMBAZAR SRINIKETAN ROAD & MOUZA-CHALLA & GOPAL NAGAR
EAST- MOUZA- GOPAL NAGAR
WEST- MOUZA- DARONDA & RAM NAGAR

ANNEXURE-A
PROJECT : HILAND BONOCHHAYA PHASE - 1

HILAND PROJECT LTD.	
---------------------	---

BOUNDARIES:
 NORTH- MOUZA- PACHIM BAHADUR PUR & BINURIA
 SOUTH- ILLAMBAZAR SRINIKETAN ROAD
 & MOUZA-CHALLA & GOPAL NAGAR
 EAST- MOUZA- GOPAL NAGAR
 WEST- MOUZA- DARONDA & RAM NAGAR



Hiland Projects Limited

Suman Khandari
 Authorised Signatory

LEGEND:

- PHASE - 1
- PHASE - 2
- PROJECT BOUNDARY LINE

ANNEXURE - B

PROJECT : HILAND BONOCHHAYA
 TITLE : INTEGRATED DEVELOPMENT

HILAND PROJECT LTD.



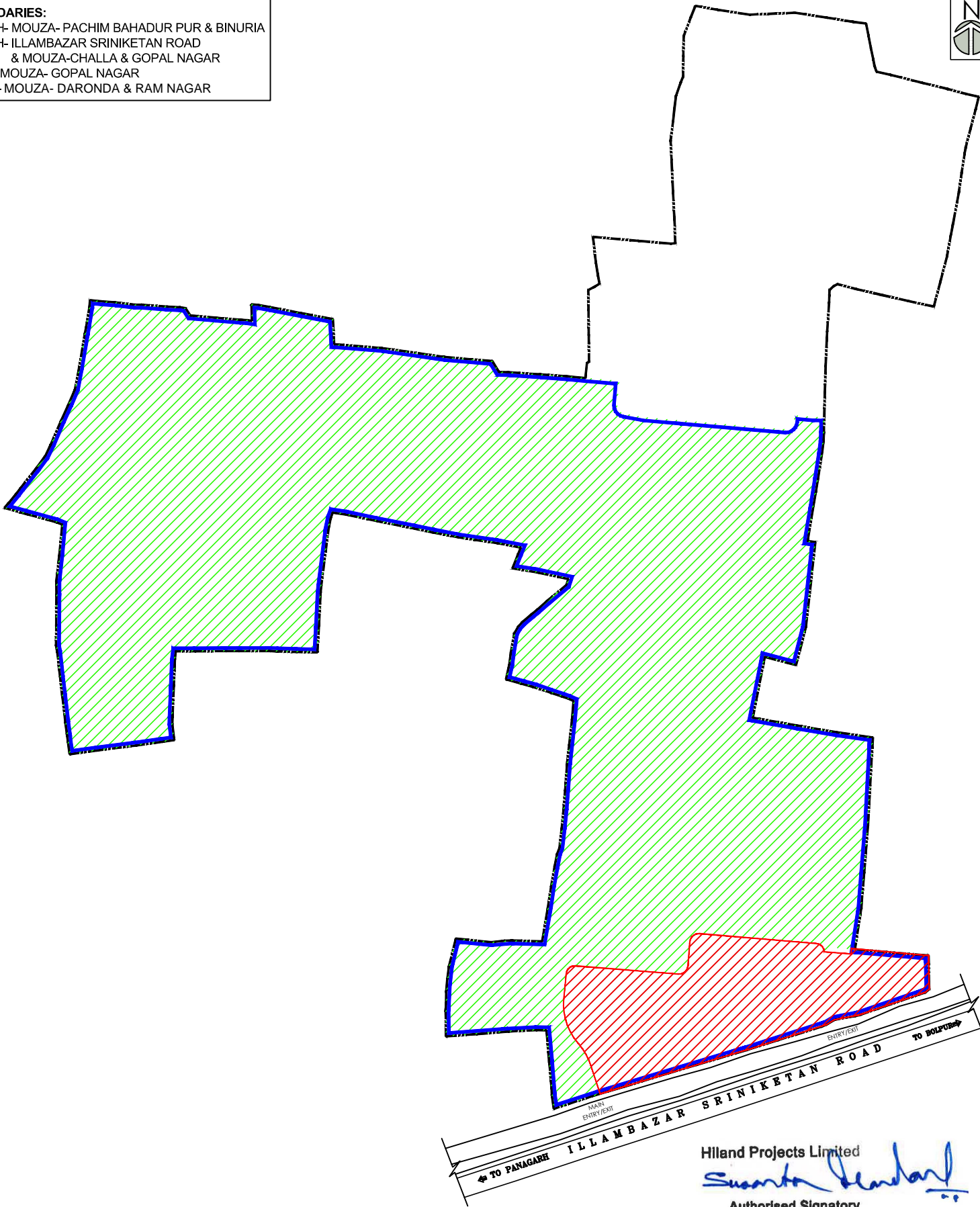
SIGNATURE OF ALLOTTEE(S)

SIGNATURE OF DEVELOPER

SIGNATURE OF OWNERS

BOUNDARIES:

NORTH- MOUZA- PACHIM BAHADUR PUR & BINURIA
SOUTH- ILLAMBAZAR SRINIKETAN ROAD
& MOUZA-CHALLA & GOPAL NAGAR
EAST- MOUZA- GOPAL NAGAR
WEST- MOUZA- DARONDA & RAM NAGAR



Hiland Projects Limited

Authorised Signatory

LEGEND:

- RESIDENTIAL PROPERTY
- COMMERCIAL PROPERTY
- PHASE - I PROJECT BOUNDARY LINE

ANNEXURE - C

PROJECT : HILAND BONOCHHAYA PHASE - 1
TITLE : SAID LAND

HILAND PROJECT LTD.



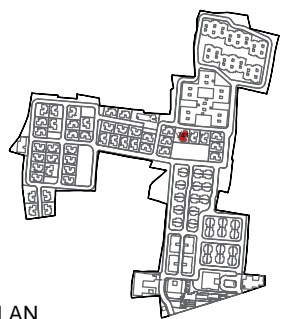
SIGNATURE OF ALLOTTEE(S)

SIGNATURE OF DEVELOPER

SIGNATURE OF OWNERS



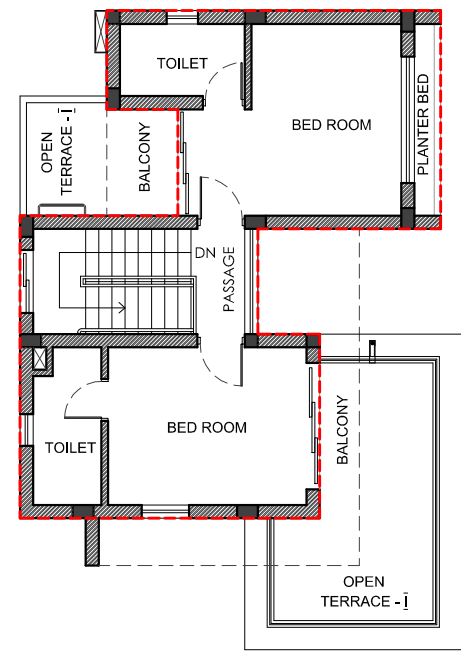
BOUNDARIES:
 NORTH- PHASE II LAND
 SOUTH- LANDSCAPE AREA
 EAST- BAKUL VILLA - 42
 WEST- BAKUL VILLA - 39 & 40



KEY PLAN



GROUND FLOOR PLAN



FIRST FLOOR PLAN

Hiland Projects Limited
Sumanth Kumar
 Authorised Signatory

Signature of Allottee(s)

Signature of Developer

Signature of Promoter

ANNEXURE - D

Mr. Rajashree S. Biswas
 Jt. Mrs. Moumita Biswas
 Bakul Villa - 41

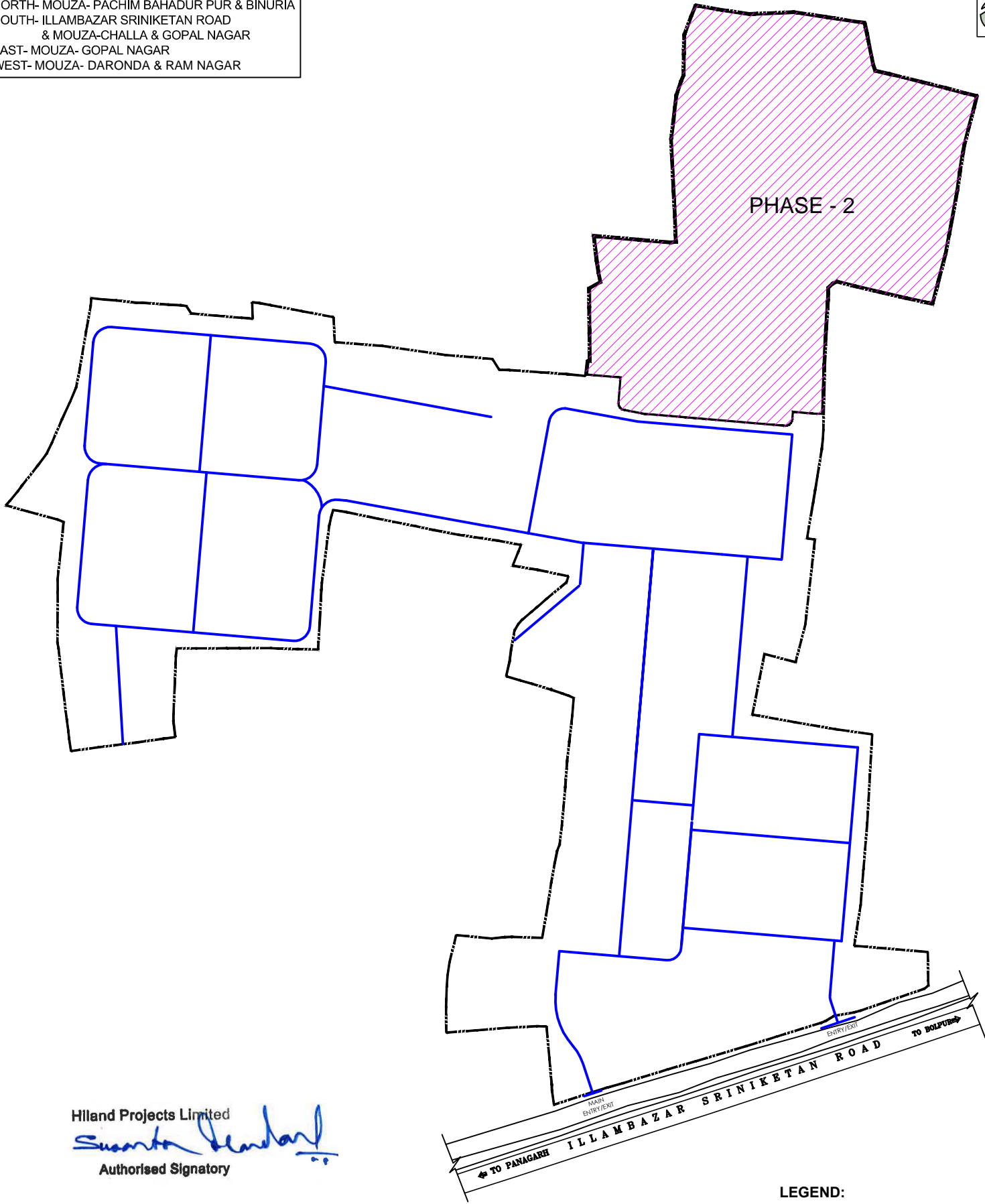
Plot area- 4.70 Cottah
 Super built-up Area-1716 sq.ft.
 Built-up Area- 1360 sq.ft.
 Carpet Area- 991 sq.ft.
 Balcony Area- 211sq.ft.
 Open Area- 233sq.ft.
 (Chargeable Area-70sq.ft.)

**HILAND BONOCHHAYA
 BAKUL VILLA
 HILAND PROJECT LTD.**



BOUNDARIES:




NORTH- MOUZA- PACHIM BAHADUR PUR & BINURIA
SOUTH- ILLAMBAZAR SRINIKETAN ROAD
& MOUZA-CHALLA & GOPAL NAGAR
EAST- MOUZA- GOPAL NAGAR
WEST- MOUZA- DARONDA & RAM NAGAR



Hiland Projects Limited

Authorised Signatory

LEGEND:

-  ACCESS ROAD
-  PHASE - 2 BOUNDARY
-  PROJECT BOUNDARY LINE

ANNEXURE - E

PROJECT : HILAND BONOCHHAYA
TITLE : ACCESS ROAD PHASE - 1

HILAND PROJECT LTD.



SIGNATURE OF ALLOTTEE(S)

SIGNATURE OF DEVELOPER

SIGNATURE OF OWNERS