

**AGREEMENT FOR SALE**

**THIS AGREEMENT IS MADE ON THIS THE..... DAY OF..... TWO  
THOUSAND AND TWENTY THREE (2023)**

**- BETWEEN -**

**LARICA ESTATES LIMITED (PAN AAACL5431P)**, a Company within the meaning of the Companies Act, 2013 and having its registered office at 7 Red Cross Place, 4<sup>th</sup> Floor, Post Office-GPO, Police Station- Hare Street, Kolkata-700001, hereinafter referred to as "the **OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, legal representatives, administrators, executors, successors and /or assigns) of the **FIRST PART**. represented by, **Sri Raunak Jhunjunwala (PAN AEYPJ0495G) (Aadhar No.2329 8138 4549)**, son of Sri Sushil Kumar Jhunjunwala, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at P-829/1, Lake Town, Block-A, Post Office-....., Police Station- Lake Town, Kolkata-700089, as the Managing Director of Raunak Properties Private Limited.

**AND**

**BHAWANI URBAN HOUSING DEVELOPMENT PVT LTD (PAN AAJCB5411G)**, a Company within the meaning of the Companies Act, 2013 and having its registered office at 829/A, Lake Town, Block-A, Post Office-....., Police Station- Lake town, represented by its Director, **Sri Raunak Jhunjunwala (PAN AEYPJ0495G) (Aadhar No.2329 8138 4549)**, son of Sri Sushil Kumar Jhunjunwala, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at P-829/1, Lake Town, Block-A, Post Office-....., Police Station- Lake Town, Kolkata-700089, hereinafter referred to as "the **DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **SECOND PART**.

.....(**PAN:.....**), .....of .....by faith-....., by occupation - .....by nationality-Indian, residing at....., Post Office-....., Police Station-....., Pin - .....hereinafter called and referred to as the '**PURCHASER/ALLOTTEE**' (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their heirs, executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the **THIRD PART**.

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

**DEFINITIONS:**

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

- a) "Act" means the West Bengal RERA Act,
- b) "Rules" means the West Bengal RERA;
- c) "Regulations" means the Regulations made under the West Bengal RERA;

d) "Section" means a section of the Act.

**WHEREAS:**

**A.** The Promoter entered into a **Development Agreement** with the Owners being the Development Agreements as recited in Clause B below in respect of the Land measuring about **ALL THAT** piece and parcel of land measuring more or less **1 Acre 8 Decimals** equivalent to **3 Bighas 10 Chittacks 39 Sq.ft.** comprised in **Dag No.13816** (as per plot information by WBUDMA and Parcha) under **Khatian No.17699** (new) being **Premises No.63/A, G.T. Road (E), Konnagar, Police Station- Uttarpara, District- Hooghly, Pin-712235**, hereinafter referred to as "Said Land"),

**B.** Development Agreement dated 20<sup>th</sup> January, 2021 which was duly registered before the Office of Additional Registrar of Assurances-III, Kolkata and recorded in Book No.I, Volume No.1903-2021, Pages from 58671 to 58721, being No.190300787 for the year 2021.

**C.** The Landowners also granted Power of Attorney in favour of the Developer as recited in Paragraph D below.

**D.** Development Power of Attorney dated 23<sup>rd</sup> February, 2021 which was duly registered before the Office of Additional Registrar of Assurances-III, Kolkata and recorded in Book No.I, Volume No.1903-2021, Pages from 74470 to 74495, being No.190301239 for the year 2021.

**E.** The Said Land is earmarked for the purpose of building a residential Project comprising multistoried apartment buildings and the said project shall be known as "**BHAWANI AQUA VIEW**" with the object of using for apartments.

**F.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed.

**G.** The Konnagar Municipality has granted the Commencement Certificate to develop the project vide approval dated 13.03.2023 bearing Building Permit Number : 4.<sup>3</sup>/<sub>23</sub>

**H.** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building from Konnagar Municipality. The Promoter agrees and undertakes that it shall not make any change in any Block/s to the approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

**I.** The Promoter will apply towards registration of the Project, BHAWANI AQUA VIEW under the provisions of the Act with the West Bengal RERA.

**J.** The Allottee had applied for an apartment in the Project and on.....has been allotted apartment no.....having carpet area of.....square feet on..... Floor, (Balcony Area.....square feet excluded from total carpet area) Block No.....at "**BHAWANI AQUA VIEW**" at **ALL THAT** piece and parcel of land measuring more or less **1 Acre 8 Decimals** equivalent to **3 Bighas 10 Chittacks 39 Sq.ft.** comprised in **Dag No.13816** (as per plot information by WBUDMA and Parcha) under **Khatian No.17699** (new) being **Premises No.63/A, G.T. Road (E), Konnagar, Police Station- Uttarpara, District- Hooghly, Pin-712235**, as permissible under the applicable law and of pro-rata share in the common areas as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in **Schedule A** and the floor plan or the apartment is annexed hereto and marked as **Schedule B**). The manner in which the Owner acquired right, title and interest in the said land is more fully and particularly described in the **Part-III of Schedule A** hereunder written.

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

**a.** The Allottee has independently examined and verified or caused to be examined and verified, inter alia, the following and has fully satisfied herself about the same:

**b.** The Title of the Owner in respect of the Premises.

**c.** The Sanctioned Plans of the Buildings and further revised Sanctioned Plan in terms of the Act;

**d.** the Carpet Area of the Said Apartment;

**e.** The Specifications and common Portions of the Project; and

**f.** The respective rights interest and entitlements of the Developer and the Allottee under this Agreement for Sale.

**g.** The Purchaser shall have common user right in respect of only those portions of the terrace which are not part of the saleable area of the Developer.

**h.** 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;

**i.** The Parties, relying on the confirmations, representations and assurances of each other to faith fully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

**j.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between this Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the apartment no.....having carpet area of .....**square feet** on .....**Floor**, (Balcony Area.....**square feet** excluded from total carpet area) **Block No**..... as specified in para G.

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

**1. TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para G.

**2** The Total Price for the Apartment based on the carpet area measuring more or less about .....**sq.ft.** is: **Rs...../- (Rupees ..... ) only.**

Block No : Apartment No: Floor :	.....  .....  ..... <b>Floor</b>
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CarparkingSpace	.....(.....sq.ft.approx.)
TotalUnitPrice(inRupees)	Rs...../-(Rupees..... )only.

MorefullymentioninPara-IofthePaymentPlan(Schedule-C)hereinafter.

The **DEVELOPER** and the **PURCHASER/ALLOTTEE** is agreed that the unit/flat in question shall be jointly measured before the date of physical possession to The **PURCHASER/ALLOTTEE** in view of the written request of The **PURCHASER/ALLOTTEE**.

In addition to the above all other payments shall be payable by the Allottee as mentioned in Payment Plan, part-II to part IV(Section-C)

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

The Allottee shall make all the payments as per the payment plan set out in

#### **Schedule 'C' ("Payment Plan").**

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities for the respective unit/s described herein at Schedule 'D' and Schedule 'E' in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such additions or alterations as may be required by the Allottee, or such minor changes or alteration if permitted under the provisions of the Act.

The Developer shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner/Developer, if there is reduction in the carpet area then the Developer shall refund the excess money paid by Allottee within forty- five days, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, of the apartment, allotted to Allottee, the Developer shall demand that from the Allottee as per the next milestone of the payment plan as provided in Schedule 'C'. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

Subject to para 9.3 the Developer agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas.

Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the common areas to the Association of Allottees after its formation and duly obtaining the completion certificate/occupancy certificate from the competent authority as provided in the Act.

**(iii)** That the computation of the price of the Apartment includes recovery of price of land, construction of the Common Areas, internal development charges, 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 (if required by the Concerned Building Plan Sanction Authority), maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

**(iv)** The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment as the case may be. (prior to take consent from developer)

It is made clear by the Developer and the Allottee agrees that the Apartment along with covered/open/mechanical parking spaces shall be treated as a single indivisible unit for all purposes. The Developer/ Developer can extend his Project keeping in view to use the land and all the amenities and facilities of the said Project.

The Developer agrees to pay all outgoing before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (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 outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottees, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable.

The Allottee has paid a sum of **Rs...../- (Rupees.....)** only being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (Schedule 'C') as may be demanded by the Developer within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Owner/Developer, within the stipulated time as mentioned in the Payment Plan (through a/c. Payee cheque/demand draft/ bankers cheque or online payment) in favour of **M/S. BHAWANI URBAN HOUSING DEVELOPMENT PVT LTD** payable at Kolkata.

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

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India act, 1934 and the Rules and Regulations made there under or any statutory amendments/modification(s) made thereof and all other applicable laws including that of

remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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 part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Developer accepts no responsibility in regard to matters specified in para 3.1 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. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

The purchasers hereby agree that the owner/vendor shall have full and absolute right without any interference to develop further and other Phases of BHAWANI AQUA VIEW on the adjacent land which may either be acquired by the Developer or suitable arrangements with regard thereto may be entered into by the Developer and It shall be independent and a right secured with the Vendors to enlarge and/or extend and/or expand the said project and construct additional blocks in the adjoining land that may be acquired subsequently by the Vendors, the purchasers(s) in that event shall raise no objection in any manner whatsoever and shall co-operate with the Vendors and the vendors shall every right to open an access for ingress and egress to the adjoining land in future and the purchasers has no objection in any manners. The Developer and the Occupiers of units at other phases of BHAWANI AQUA VIEW shall have the right to use the approach road and other common areas and facilities comprised the entire project, for which the purchasers shall not raise any objection of whatsoever nature and waives the right to raise any such objection

#### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

#### **5. TIME SCHEDULE:**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be, subject to force major as describe in 7.1. Similarly the Allottee shall pay all accounts payable as per payment Plan (Schedule-C) as and when due & demanded.

#### **6. CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in different Schedule [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Owner/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, FAR and density norms and provisions prescribed by the Municipality and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE APARTMENT:**

**Schedule for possession** of the said Apartment: The Developer agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of Allottees or the Competent Authority, as the case maybe, is the essence of the Agreement. The Developer assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place within December'2028 with a grace period of further six months unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure" as mentioned in Cl. 7.1 and with Application of Booking Form Cl. 9A & 9B). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment.

**Procedure for taking possession** – The Owner/Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of Occupancy Certificate. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Developer within 3 months from the date of issue of Occupancy Certificate. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner/Developer. The Allottee after taking possession, agree(s) to pay the maintenance charges as determined by the Owner/Developer/Association of Allottees, as the case may be after the issuance of the Completion Certificate for the project. The Developer shall hand over the Occupancy Certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same. It is pertinent to mention that in case any allottee place a written proposal for registration of Deed of Conveyance in his favour of the under constructed area then the same shall be registered in his name but the Completion/Occupancy Certificate shall be handed over later after completion of the phase of the project.

**Failure of Allottee to take Possession of Apartment** – Upon receiving a written intimation from the Developer as per para 7.2, the Allottee shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.1 such Allottee shall continue to be liable to pay interest on due payments and maintenance charges as specified in para 7.2.

**Possession by the Allottee** – After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas to the Association of Allottee or the Competent Authority, as the case maybe.

**Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the allottee propose to

cancel/withdraw from the project without any fault of the Owner/Developer, the Developer herein is entitled to forfeit the Booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Developer to the allottee within 45 days of such cancellation. The Purchaser/s shall bear the cost of the Registration of Agreement for Sale and Deed of Conveyance and Cancellation of Agreement for Sale, if required.

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

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

## **8. REPRESENTATIONS AND WARRANTIES OF THE OWNER/DEVELOPER:**

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

- (i)** 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 absolute, actual, physical and legal possession of the said Land for the Project.
- (ii)** The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project for Residential and Commercial Purpose.
- (iii)** There are no encumbrances upon the said land or the Project.
- (iv)** There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment.
- (v)** All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, said Land and Apartment 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 to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas.
- (vi)** 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 be prejudicially affected.
- (vii)** 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 Apartment which will in any manner, affect the rights of Allottee under this Agreement.
- (viii)** The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.

**(ix)** The Developer Confirm that the Developer is fully Authorized and not restricted to construct and use their Land only for residential purpose but shall develop the land for construction of Apartments for usage for any commercial purpose too for which shall have no objection and/or can arise any disputes therefore for such purpose at any point of time for ever if the same is in accordance with the Act.

**(x)** At the time of execution of the conveyance deed the Developers shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of Allottees or the Competent Authority, as the case may be.

**(xi)** The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.

**(xii)** The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges, and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the Completion Certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the Competent Authority, as the case may be.

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

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

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

- i. Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which Occupation Certificate and Completion Certificate, as the case may be has been issued by the Competent Authority.
- ii. Discontinuance of the Owner/Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- i. Stop making further payments to Developer as demanded by the Owner/Developer. If the Allottee stops making payments the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- ii. The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, within forty-five days of receiving the termination

notice.

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

(i) In case the Allottee fails to make payments for consecutive demands made by the Developer as per the payment plan Schedule 'C' annexed hereto, despite having been issued notice in that regard, the allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the Booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

#### **10. CONVEYANCE OF THE SAID APARTMENT:**

The Developer on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be to the allottee.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Developer is made by the Allottee.

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

The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of Allottees upon the issuance of the Completion Certificate of the project. The cost of such maintenance for one year **has been included in the Total Price of the Apartment**. In case the common amenities are in future used by the other phases of the said project in such case both the phase Association shall share the cost of maintenance of the common amenities with the other societies of the other phases as per area proportionate ratio or any other manner the societies shall deem fit and proper.

#### **12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charges, within 30 (thirty) days and in the event of Owner/Developer's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

**14. USAGE:**

Use of Service Areas : The service area, if any, as located within the '**BHAWANI AQUA VIEW**', shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, fire fighting equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked for the specific purpose and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services. However, if the common service areas are used by the allottees of other phases then all the allottees of all the societies of all the phases of the project in future shall abide by the rules for use of the service areas common to all the allottees of the different phases as well as the that of the extended projects.

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

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

That Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passage or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Allottees and/or Maintenance Agency appointed by Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

**17. ADDITIONAL CONSTRUCTIONS:**

The Developer undertakes that he 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 any addition construction as may be permitted by the Competent Authority as provided and/or permitted under the Act.

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

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

**19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT)**

The Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal RERA and will register with West Bengal RERA in future. The Developer showing compliance of various laws/regulations as applicable in the State of West Bengal.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar, Registering Authority as and when intimated by the Owner/Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or do not appear before the concerned Sub-Registrar/Registrar for its registration as and when intimated by the Owner/Developer, then the Developer shall serve a notice to the Allottee for rectifying the default and 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 whatsoever.

**21. ENTIRE AGREEMENT:**

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

**22. RIGHT TO AMEND:**

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

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

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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the

Apartment for all intents and purposes. If the Allottees want to nominate to any third party other than the actual legal heir/s then the Allottees shall pay an amount @ 3% to the Developer upon consideration amount.

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

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

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

**25. SEVERABILITY:**

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

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

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

**27. FURTHER ASSURANCES:**

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

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Developer through its authorized signatory at the places which may be mutually agreed between the Developer and the Allottee, at Eco Station, Ajkal Unit No.903, 9<sup>th</sup> Floor, Plot-7, Block – BP, Salt Lake, Sector –V, Kolkata – 700091 and after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at any of the jurisdiction of the Sub-Registrar/District Registrar/Registrar of Assurance or any other Concerned Registering Authority.

**29. NOTICES:**

That all notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be served if sent to the Allottee or the Developer by Registered Post at their respective addresses specified below :

**NAME OF THE ALLOTTEES:**

.....(PAN:.....), .....of .....by faith-....., by occupation -  
 ....., by nationality-....., residing at.....District-....., Post Office  
 ....., Police Station-....., Pin-.....

**NAME OF THE OWNER / DEVELOPER:**

**BHAWANI URBAN HOUSING DEVELOPMENT PVT LTD**

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

**30. JOINT ALLOTTEES:**

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

**31. SAVINGS:**

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the Apartment, as the case may be, prior to the execution and registration of this Agreement for Sale for such Apartment, as the case may be shall not be construed to limit the rights and interest of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligation of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

*[The other terms and conditions are as per the contractual understanding between the parties, however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].*

**SCHEDULE 'A'**

**DESCRIPTION OF THE APARTMENT AND COVERED PARKING & EXTRA  
AMENITIES** \_\_\_\_\_

**PART-I**

**ALL THAT** the Apartment No.....with Carpet Area of..... **square feet** approx consisting of.....**Bed Rooms,.....Living cum Dining Room,.....Kitchen,..... Toilets and .....Balcony**(balcony area ..... **square feet** approx excluded from Carpet Area) constructed in the ratio of the such covered area of the Apartment on the same proportion out of the total area of the land on the .....**Floor, Block No.....**of "**BHAWANI AQUA VIEW**" at **ALL THAT** piece and parcel of land measuring more or less **1 Acre 8 Decimals** equivalent to **3 Bighas 10 Chittacks 39 Sq.ft.** comprised in **Dag No.13816** (as per plot information by WBUDMA and Parcha) under **Khatian No.17699** (new) being **Premises No.63/A, G.T. Road (E), Konnagar, Police Station- Uttarpara, District- Hooghly, Pin- 712235** (Lot-A) and butted and bounded :

ON THE NORTH: By Mirpara Lane;

ON THE SOUTH: By land of Habibur Rahaman;

ON THE EAST : By gifted land of ownerto Konnagar Municipality; ON

THE WEST : By G.T. Road ;

## **PART-II**

.....**Mechanical Car Parking Space**(.....**sq.ft.approx.**)

## **PART-III**

**Premises No.2, Mitrapara Lane, Konnagar, District-Hooghly, Police Station-Uttarpara.**

- A)** By virtue of a Deed of Conveyance dated 11<sup>th</sup> October, 1939 being Deed No.3395 of 1939 registered with Registrar of Assurances, Calcutta one Pulin Krishna Roy purchased and acquired "ALL THAT a piece and parcel of garden land measuring 12 Bigha 3 Cottah 12 Chittack and 22 Sq.ft. lying and situated and being Premises No.2, Mitrapara Lane, District-Hooghly, Police Station- Uttarpara (parent land) from Jaminy Prakash Ganguly and Isha Prakash Ganguly against consideration and absolutely and forever.
- B)** While seized and possessed of the said Pulin Krishna Roy mutated his name with the then statutory authority and upon expiry of lease of M/s. D. Waldie & Company the said premises was further let out to M/s Gillander Arbuthot & Company Ltd in the year August, 1942.
- C)** The said Pulin Krishna Roy died intestate on and around April, 1964 leaving behind his wife Gouri Bala Roy and only son Pradip Kumar Roy as his only legal heirs who jointly succeeded and inherited the said property of Pulin Krishna Roy, since deceased.
- D)** Due to efflux of time, one of the joint owners Gouri Bala Roy died leaving behind her last Will and Testament dated 06.01.1969, being Deed No.2 of 1969 registered before the Registrar of Assurances, Calcutta and recorded in Book No.3, Volume No.1, Pages 93-00, being Deed No.2 of 1969 thereby bequeathing her share and interest in the above mentioned property in favour of her grandsons namely Pranab Kumar Roy, Prabir Kumar Roy, Prasanta Kumar Roy and Pinaki Kumar Roy. The said Will and Testament dated 06.01.1969 was probated on 25.06.1980 granted by 10<sup>th</sup> Additional District Judge, Alipore Court in Case No.4/80 on 25<sup>th</sup> June, 1980.
- E)** Thus Pradip Kumar Roy, Pranab Kumar Roy, Prabir Kumar Roy, Prasanta Kumar Roy and Pinaki Kumar Roy became joint owners of the said property.

- F)** By a Deed of Conveyance dated 19<sup>th</sup>May, 2007 being Deed No.592 of 2008, registered with ARA-III, Kolkata, the said owners Pranab Kumar Roy, Prabir Kumar Roy, Prasanta Kumar Roy, Pinaki Kumar Roy and Pradip Kumar Roy sold, transferred and conveyed 2.979 acres equivalent to 9 Bighas land more or less (out of the said parent land) butted and bounded together with the structure standing thereupon lying situate and being Premises No.2, Mitrapara Lane, Konnagar, District- Hooghly, unto and in favour of M/s Larica Estates Limited against consideration and absolutely and forever.
- G)** Upon such purchase the said owner M/s. Larica Estates Limited obtained vacant and khas possession of the said property after releasing the existing tenant.

**Premises No.1, Mitrapara Lane, District Hooghly, Police Station-Uttarpara.**

- H)** One Haward, the proprietor H.G. Refinery Company, by a Deed of Conveyance dated 25.05.1961, being Deed No.2483 of 1961, sold and transferred " All That piece and parcel of land containing an area of 01 Bigha 17 Cottah 8 Chittack and 31 Sq.ft. more or less (as per settlement record .62 acres) together with building, structures, offices, outhouses, works shops and other erection, erected and constructed thereupon or part thereof comprised in Dag No.8086 under Khatian No.2096, Mouza Konnagar, lying or situate at and being Municipal Holding No.1, Mitrapara Lane, Police Station- Serampore, District- Hooghly, Konnagar Municipality" unto and in favour of M/s. Hawyard Waldie Refinery Ltd., free from all encumbrances whatsoever against consideration and absolutely and forever.
- I)** While seized and possessed of the said M/s. Hawyard Waldie Refinery Ltd., was amalgamated/merged with a company namely M/s. Gillander Arbuthot & Company Ltd., and the assets of the said company M/s. Hawyard Waldie Refinery Ltd., including the said property, by virtue of an order dated 13.09.1976 passed in C.P. No.484 of 1976 by the Hon'ble High Court at Calcutta, vested with the said M/s. Gillander Arbuthot & Company Ltd.,
- J)** M/s. Gillander Arbuthot & Company Ltd was the absolute owner and/or was seized and possessed of All That piece and parcel of land containing an area of 01 Bigha 17 Cottah 08 Chittack and 31 Sq.ft. more or less (as per settlement record .62 acres) together with building, structures, offices, outhouses, works shops and other erection, erected and constructed thereupon or part thereof comprised in Dag No.8086 under Khatian No.2096, Mouza – Konnagar lying or situate at and being Municipal Holding No.1, Mirpara Lane, Police Station- Serampore, District- Hooghly, Konnagar Municipality" and while seized and possessed of by a Deed of Conveyance dated 23<sup>rd</sup>August, 2005 registered with ARA-III, Kolkata being Deed NO.382 of 2005 duly sold, transferred and conveyed the said property and in favour of M/s. Shloke Properties & Investments Pvt Ltd., free from all encumbrances whatsoever against consideration and absolutely and forever.
- K)** Thus, M/s. Shloke Properties & Investments Pvt Ltd., became owner of the said property and by a Deed of Conveyance dated 24<sup>th</sup>February, 2011 registered with ARA-III, Kolkata, being Deed No.292 of 2011 duly sold, transferred and conveyed the said property unto and in favour of M/s Larica Estates Limited, free from all encumbrances whatsoever against consideration and absolute and forever.
- L)** Thus, the said M/s. Larica Estates Limited, became an owner and/or is absolutely seized and possessed of the said property being Premises No.1, Mirpara Lane, Konnagar, comprising of 1 Bigha 17 Cottah 8 Chittacks 31 Sq.ft. of land with structure thereupon.

**Premises No.63/A, G.T.Road, Konnagar, District-Hooghly, Police Station-Uttarpara.**

- M)** By virtue of a Bengali Deed of Partition dated 17.01.1956, being Deed No.217 of 1956, one JatindraNathChattopadhyaybecame an absolute owner and/or was seized and possessed of All That the piece and parcel of land containing an area of 09 Cottah 12 Chittacks 35 Sq.ft. more or less used for cultivation of fishing comprised in Dag No.8089 under Khatian No.2982, Mouza-Konnagar, Police Station- Serampore, District- Hooghly, Konnagar Municipality” and while seized and possessed of by a Deed of Settlement dated 17<sup>th</sup>January, 1964 being Deed No.196 of 1964, settled the said property unto and in favour of his four sons namely Hari Nath Chattopadhyay, Raghu Nath Chattopadhyay, Shambhu Nath Chattopadhyay and Shib Nath Chattopadhyay, keeping life interest in the said property for himself and his wife Annapurna Chattopadhyay.
- N)** The said Jatindra Nath Chattopadhyay died in the year 1966, and his wife on 31.12.1971 and upon their death, the said property devolved upon the said four sons in equal proportion.
- O)** One of his son Hari Nath Chattopadhyay by a registered Kobala dated 12.06.1972 being Deed No.2813 of 1972 sold, transferred and conveyed his 1/4<sup>th</sup> share or interest in the said property unto and in favour of Shambhu Nath Chattopadhyay.
- P)** By a registered Kobala dated 16.01.1996, being Deed No.142 of 1996, the said Shambhu Nath Chattopadhyay sold, transferred and conveyed a portion of his share or interest in the said property measuring more or less 01 Cottah 02 Chittacks and 09 Sq.ft. comprised in Dag No.8089 unto and in favour of Raghu Nath Chattopadhyay and Shib Nath Chattopadhyay and retained the remaining portion measuring 03 Cottah 11 Chittacks 25 Sq.ft.
- Q)** The said Shambhu Nath Chattopadhyay died intestate on 24.01.1997 leaving behind his surviving wife Sumitra Chatterjee and two sons namely Goutam Chatterjee and Uttam Chatterjee as his only legal heirs succeeding to the said property and while seized and possessed of, the said legal heirs by a Deed of Sale dated 08.08.1998 jointly sold, transferred and conveyed their entire share in the said property unto and in favour of Raghu Nath Chattopadhyay and Shib Nath Chattopadhyay, against consideration and absolutely and forever.
- R)** Thus, Raghu Nath Chattopadhyay and Shib Nath Chattopadhyay became absolutely seized and possessed of the entire property and by a Deed of Conveyance dated 13.03.2007, being Deed No.2300 of 2007, duly sold, transferred and conveyed their entire share in the said property unto and in favour of M/s Shloke Properties & Investments Pvt Ltd., free from all encumbrances whatsoever against consideration and absolutely and forever.
- S)** Thus, M/s. Shloke Properties & Investments Pvt Ltd., became owner of the said property and by a Deed of Conveyance dated 24<sup>th</sup>February, 2011 registered with ARA-III, Kolkata and being Deed No.291 of 2011 duly sold, transferred and conveyed the said property and in favour of M/s Larica Estates Limited, free from all encumbrances whatsoever against consideration and absolutely and forever.
- T)** By the aforesaid transactions, the said owner herein M/s Larica Estates Limited has become an absolute owner and/or is seized and possessed of entire contiguous land duly butted and bounded and measuring 11 Bighas 7 Cottahs 5 Chittacks 11 Sq.ft. lying situate and being Premises No. 1 & 2, Mitrapara Lane, Konnagar and 63/A, G.T. Road, Konnagar, Police Station- Uttarpara, District- Hooghly, Mouza- Konnagar, J.L. No.7, comprising in full or part Dag Nos. 13816, 13817, 13818, 13823, 13824, 12827 and 13828.

- U)** While seized and possessed of the said owner M/s Larica Estates Limited mutated its name with appropriate authorities in respect of the above plots of land and were allotted new khatian numbers.
- V)** On August, 2011, it came to the knowledge of the owner herein from West Bengal Heritage Commission that the structure standing thereupon at Premises No.2, Mirpara Lane, Konnagar is related to Master Artist Abanindranath Tagore and on 23<sup>rd</sup> May, 2012 the said West Bengal Heritage Commission informed the owner that construction over the said premises could be permitted subject to compliance of the terms and conditions as mentioned therein and the owner by its letter dated 24<sup>th</sup> May, 2012 accepted the terms and conditions and upon such acceptance West Bengal Heritage Commission by its Letter dated 12<sup>th</sup> July, 2012 permitted the owner herein to take up real estate project on the said vacant land subject to compliance of the terms and conditions.
- W)** On 07.01.2019 by a representation to the Konnagar Municipality the owner expressed its desire to consume permitted sanctioned area (FAR) of composite Premises of 1 & 2, Mirpara Lane, with 63/A, G.T. Road, by construction of multistoried buildings at the land of **Lot-A** admeasuring an area of 3 Bigha 10 Chittack 39 Sq.ft. and the land of **Lot-B**, admeasuring 8 Bighas 6 Cottahs 9 Chittack 17 Sq.ft. be the same a little more or less together with the pucca structure will be gifted to Konnagar Municipality.
- X)** In continuance to such arrangement and such division, Konnagar Municipality by its letter dated 31<sup>st</sup> January, 2019, accepted the proposal of the owner herein thereby permitting to consume sanctioned area (FAR) of the composite Premises Nos. 1 & 2, Mirpara Lane and 63/A, G.T. Road, Konnagar, Hooghly by construction of multistoried building/s, complex on the land "Lot-A" admeasuring an area of 3 Bighas 10 Chittacks 39 Sq.ft. and in lieu of such permitted construction memory of the Master Artist Abanindranath Tagore could be maintained on the land "Lot-B". Such arrangement was confirmed and accepted by the owner herein by its letter dated 31<sup>st</sup> January, 2019.
- Y)** In furtherance of such arrangement, duly concurred accepted consented confirmed and permitted by Konnagar Municipality, the owner herein by a Deed of Gift dated 5<sup>th</sup> March, 2019 being Deed No.842 of 2019 executed between the owner herein M/s Larica Estates Limited, being the Donor therein and Konnagar Municipality being the Donee therein, the donor out of respect towards Master Artist Abanindranath Tagore demised and gifted All That piece and parcel of land admeasuring 8 Bigha 6 Cottah 9 Chittacks 17 Sq.ft. more or less together with a pucca structure standing thereon lying and situate and being composite Premises being Premises Nos. 1 & 2, Mirpara Road and 63/A, G.T. Road, Konnagar, Police Station- Uttarpara, District- Hooghly, comprised in full or part Dag Nos. 13816, 13817, 13818, 13823, 13824, 13827 and 13828 under Mouza- Konnagar, Ward No.15, Konnagar Municipality (being Lot-B). The said Konnagar Municipality is now being seized and possessed of the demised land and dealing with the said plot of land solely. All liabilities, for development and maintenance of the said demised land is being exclusively borne by the said donee.
- Z)** After the transfer and demise of the above Lot-B, the owner herein is now seized and/or possessed of remaining land, out of the composite premises duly butted bounded demarcated distinct and separately identifiable and marked as Lot-A being "All That piece and parcel of land measuring more or less 1 Acre 8 Decimalequivalent to 3 Bighas 10 Chittacks

39 Sq.ft. comprised in Dag No. 13816 (as per plot information by WBUDMA and Parcha) under Khatian No.17699 (New) being Premises No.63/A, G.T. Road (E), Konnagar, Hooghly (Lot-A) (hereinafter referred to as the "**said premises**" and morefully described in SCHEDULE written hereunder) and upon being seized and possessed of applied for sanction of a plan for construction over the said land (Lot-A) and to such application, the Chairman, Konnagar Municipality by his letter dated 2<sup>nd</sup>August, 2019 approved the applied plan for construction over the said land being Lot-A.It has been further declared that the Lot-A premises, where the proposed construction would take place, after amalgamation, would be known as Premises No.63/A, G.T. Road, Konnagar, Hooghly.

- AA)** BeitrecordedherethataspertheParchaandPlotInformationthesaidPremisesNo.63/A, G.T. Road, Konnagar, Hooghly is comprised of 3 Bigha 00 Cottah 10 Chittacks and 39 Sq.ft. (1.080Acres)comprisedinsingleDagNo.13816,KhatianNo.17699butasperthesanctioned planandassessmentrollissuedbyKonnagarMunicipalitythesaidpremisesiscomprisedin L.R.PlotNos.13816,13817,13827and13828,KhatianNos.11336,11337,11338and 11334. Itis alsorecordedinthe Parcha issuedbythe competentauthorityinthe name ofthe owner that the new Khatian No.17699 derived from the Khatian Nos. 11336, 11337, 11338 and 11334.
- BB)** In furtherance of such approval of plan CESC Ltd has also agreed to supply electricity to the said land being Premises No.63/A, G.T.Road ( E ),Konnagar, Hooghly (Lot-A).
- CC)** By the above arrangements, Konnagar Municipality is now thus seized and possessed of Lot-B duly butted bounded demarcated distinct and identifiable for the purpose mentioned in the concerned gift deed and M/s. Larica Estates Limited is seized and possessed of Lot-A duly buttedboundeddemarcated distinct andidentifiable each having absolute right and authority to deal with the and its development and maintenance etc without any interference from any corner whatsoever.
- DD)** The owner herein has confirmed and assured that the said Lot-A, being Premises No.63/A, G.T.Road (E), Konnagar, measuring 1 Acre 8 Decimal equivalent to 3 Bigha 10 Chittack 29 Sq.ft. more or lesscomprised in Dag No.13816 under Khatian No.17699 (New) Hooghly is absolutely free from all encumbrances mortgages charges, liens, lispensens, attachments, trusts, debutters, leases, tenancies, alignment, acquisition, requisition and liabilities whatsoever or howsoever.

#### **SCHEDULE 'B'**

DescriptionoftheFloorPlanfortheApartmentNo.....onthe..... **Floor,Block**  
No.....of"**BHAWANIAQUAVIEW**".

#### **SCHEDULE 'C'**

#### **PAYMENT PLAN**

#### **PART-I**

**TOTAL AGREED CONSIDERATION:Rs. ....../-(Rupees.....)only**  
andGoods&ServiceTax asapplicableextraontotalvalueat currentratesand/orasapplicable

atthetimeofpayment.Goods&ServiceTaxRegistrationNumber.....

**AnyotherRates&TaxesasperW.BGovernment/CentralGovernmentshallbe payable wherever applicable.**

**TOTAL CONSIDERATION :Rs...../- (Rupees .....)only. The purchasershaveagreedtoandshallpayGSTattheapplicableratesin addition to the consideration amount as per following manner:**

- ❖ BeforeofAgreement10%ofConsiderationamountincludingbookingamount
- ❖ OnAgreement10%ofconsiderationamount.
- ❖ OnCompletionofPilingandFoundation:10%.
- ❖ Oncompletionof1<sup>st</sup>Floorslabcasting:10%
- ❖ Oncompletionof2<sup>nd</sup>Floorslabcasting:10%
- ❖ Oncompletionof4<sup>th</sup>Floorslabcasting:10%
- ❖ Oncompletionof5<sup>th</sup>Floorslab casting:10%
- ❖ Oncompletionof6<sup>th</sup>Floorslab casting:10%
- ❖ Oncompletionofbrickwork: 10%
- ❖ Oncompletionofflooring:5%
- ❖ Atthetimeofpossession :5%
- ❖ \*GSTwillbepayablewitheveryinstallmentatapplicablerate.

### **PART-II**

All payments under Installment Payment Plan [**IPP**] shall be made within a maximum period of 10 [Ten] days of issue of demand letter otherwise interest will be applicable as per Rules of West Bengal RERA shall be charged. In case payment is not made for consecutive three months from the demand date then the booking shall be cancelled and the Company shall deduct Booking amount and the interest liabilities plus applicable GST on the amount so received till such time and refund the balance payment without any interest thereon. The refund amount shall not include the GST amount paid along with consideration.

All payments received after due date will be first applied towards applicable interest and other sums, if any due and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

### **PART-III**

The "**Owner/Developer**" shall endeavor to construct the said Apartment and make the same ready for delivering the possession thereof not later than March '2024 and a grace

period of further 6 months subject to force majeure as mention in Application of Booking Form and/or reasons beyond the control of the "**Owner/Developer**" in which circumstances Clause No. 7.6 shall be applicable. Further Clause No. 7.1 to 7.5 shall also be applicable with regards to the possession of the Said Apartment.

#### **PART-IV**

##### **Section A: Additional Payments payable wholly by the Allottee**

(a) All Statutory Rates and Taxes including Goods & Service Tax, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged etc by the State/Central Government, if any, in connection with construction or transfer of the said Apartment in favour of the Allottee.

(b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Apartment as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time. Legal Charges @ Rs.20,000/- prior to Registration of Agreement for Sale and 0.65% on market value prior to Registration of Deed of Conveyance. The apartment shall be sold on the basis of carpet area by the Developer but prevailing requirements of the registration offices may require the stamp duty to be calculated on the basis of super built area and the purchaser shall be required to pay the stamp duty as may assessed irrespective of the super built area. The Advocate appointed by **DEVELOPER** shall take steps to have the Deed of Conveyance registered before the Registering Authorities upon request for the same being made by the Owner/Developer.

(c) Charges levied by the "**Owner/Developer**" for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the Said Apartment including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

This clause shall be applicable prior approval of the purchaser.

(d) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.

(e) Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

##### **Section B: Additional Payments payable proportionately by the Allottee to the Developer are all additional/inclusive of the chargeable area**

##### **Proportionate share of costs charges and expenses as detailed as under are all proportionately additional/inclusive of the chargeable area:**

(a) Obtaining and providing electricity supply and including those on account of or relating to transformer and electrical sub-station other equipment and installations, cabling, wiring, are all inclusive of the Chargeable area.

(b) Installation of generator for the Common Portions and for providing minimum

reasonable power to the said Apartment are all inclusive of the chargeable area.

- (c) Installation of security system for the common portions are all inclusive of the chargeable area.
- (d) Legal fee payable to Developer is not inclusive in the agreed consideration.

#### **PART-V**

Additional consideration payable to the "**Owner/Developer**" in case there be any increase in Carpet Area of the said Apartment upon construction being made and the measurement being certified by the "**Owner/Developer**". Such additional considerations shall be calculated at the same rate at which the Agreed Consideration has been computed. On the other hand in case there be any decrease in Carpet Area of the said Apartment after construction being made and the measurement being certified by the "**Owner/Developer**". Such cost shall be calculated at the same rate at which the Agreed Consideration has been computed and refunded to the Allottee.

#### **PART-VI**

##### **"DEPOSITS"**

- (a) Corpus Maintenance Deposit Rs..... /-.
- (b) Formation of the Association for the common purposes Rs..... /-
- (c) Deposit for any other item in respect of which payment is to be made by the Allottee under Part-I of this Schedule.

The amounts of the aforesaid Deposits [a] [b] and [c] shall be quantified by the "**Owner/Developer**" at the appropriate time. The Allottee agrees and undertakes to pay all the aforesaid Deposits within seven days of demand or before the Date of Possession, whichever is earlier, without raising any objection whatsoever regarding the same.

#### **SCHEDULE**

##### **'D'SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)**

<b>FOUNDATION</b>	:	Earthquake Resistant RCC Framed Structure.
<b>WALL FINISH</b>	:	<b>Interior Finish</b> : Conventional brickwork with Putty <b>Exterior Finish</b> : Acrylic/Textured paint.
<b>FLOORING</b>	:	<b>Living/Dining &amp; All Bedrooms</b> Double Charged Vitrified Tiles (800X800)

<b>KITCHEN</b>	:	<p><b>Flooring:</b>Vitrified Tiles</p> <p><b>Fittings:</b>Granite platform with honed edges.Stainless steel sink. Dadoofceramictilesupto2ft.abovethecounter/platform. Electricalpointsforrefrigerator,waterpurifier,chimney,mixer-grinder &amp; Microwave.</p>
<b>TOILET</b>	:	<p><b>Flooring:</b>CeramicTiles</p> <p><b>ToiletWalls:</b>Goodqualityceramictilesonthewallsuptodoorheight.</p> <p><b>Fittings:</b>SanitarywareofParryware/Hindwareorequivalentmake. CPfittings ofParryware/Jaquir or equivalent make. Electricalpoints for geysers &amp; exhaust in all toilets.</p>
<b>DOORS&amp;WINDOWS</b>	:	<p><b>DoorFrame:</b>Madeofseasonedandtreated wood.</p> <p><b>MainDoor:</b>Decorativelaminateddoorwithlock.</p> <p><b>InternalDoors:</b>Flushed door.</p> <p><b>Windows:</b>FullyglazedslidinganodizedAluminiumwindow.</p>
<b>ELECTRICALS</b>	:	AC Power in all Bedroom with necessary electric points.TV & Telephone points in Living/Dining and Master Bedroom. Copper wiringfromHavellsorequivalentwithcentralMCB,Modularswitches ofreputedbrands.Power Back-up(500wattsinallflats)
<b>LIFT,STAIRS&amp;LOBBIES</b>	:	<p><b>Liftofreputedmake.</b></p> <p><b>Stairs&amp;FloorsLobbies:Marble/Granite/Tilestobeused.</b></p>
<b>AMENITIES&amp;FACILITIES</b>	:	<ul style="list-style-type: none"> <li>• Roof-topGarden.</li> <li>• 24hr.PowerBack-upGenerator.</li> <li>• VideoDoorPhone.</li> <li>• ElectricCarChargingPoint.</li> <li>• GrandReceptionLobby.</li> <li>• WaterIronRemovalPlant.</li> <li>• Intercom.</li> <li>• CCTVCamera.</li> <li>• 24Hr.Security.</li> </ul>

**SECTION –B** [Common installations in respect whereof only right of user in common shall be granted as Service Area]

- a) Electrical installations including meters, transformer and/or sub-station that may be installed for receiving electricity from the body supplying electricity.
- b) Common Power Generator for providing stand-by power for common lights, lifts, pumps and other common services as also minimum reasonable power for use within

the Apartment.

- c) Other facilities or installations, if any provided for the common use of the Apartment Owners of the Premises and not covered by Section A hereinabove.
- d) Common water reservoirs, water tanks, water pipes [save those inside any Apartment] and water from available sources [if any, allowed by the Corporation/Jila Parishad/Panchayat/ Local Authority] appurtenant to the Buildings.
  - a) Pumps and motors.
  - b) Firefighting equipment

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at Eco Station, Ajkal Unit No. 903, 9<sup>th</sup>. Floor, Plot – 7, Block – BP, Salt Lake, Sector – V, Kolkata – 700091 in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED** by the **OWNER** herein in the presence of:

**WITNESSES:**

1.

2.

**SIGNATURE OF THE OWNER**

**SIGNED AND DELIVERED** by the **DEVELOPER**

herein in the presence of:

**WITNESSES:**

1.

2.

**SIGNATURE OF THE DEVELOPER**

SIGNED AND DELIVERED by the **PURCHASER/ALLOTTEE** herein in the presence of

**WITNESSES:**

1.

