

भारतीय गैर न्यायिक

दस  
रुपये

रु. 10



TEN  
RUPEES

Rs. 10

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

65AA 406786

DEED OF AGREEMENT

THIS DEED OF AGREEMENT is made this 25<sup>th</sup> day of  
June, Two thousand and thirteen

BETWEEN

M. Srinivasan  
[Signature]

LARICA ESTATES LTD

[Signature]  
Director

1) NANDINI SRIVASTAVA, having PAN BDDPS5952C, Wife of Mr. Manoj Kumar Srivastava, 2) MANOJ KUMAR SRIVASTAVA, having PAN ARJPS5581J, Son of Late Taran Srivastava, both are by faith Hindu, by occupation Housewife & Service respectively, by nationality Indian, residents of 411, Gaur Galaxy, Sec - 5, (Above Vrinda Diagnostics) Vaishali, Ghaziabad - 201010, Uttar Pradesh, hereinafter jointly called and referred to as the "OWNERS" (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include their heirs, executors, administrators, representatives successors and assigns) of the ONE PART;

A N D

M/S LARICA ESTATES LIMITED, (PAN AAACL5431D) a Company incorporated under the Companies Act, 1956 having its registered office at 7, Red Cross Place, Police Station : Hare Street, Kolkata - 700001, represented by one of its Directors, MR. SATISH CHANDRA LAKHOTIA, Son of Mr. R. N. Lakhotia, by faith Hindu, by occupation Business, by nationality Indian, residing at 7/1, Guru Saday Road, Police Station Karaya, Kolkata - 700019, 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 successor(s)-in-office, administrators, legal representative and assigns of the OTHER PART;

WHEREAS the Owner/s herein, with the intention of acquiring their dream home is/are looking for suitable location and in course of their search came to know the planned township project launched by Larica Estates Ltd, under the name & style of Larica Green Hamlet, Kolkata at Nepal Gunj Road, Amgachia, Pailan, Police Station ; Bishnupur, Kolkata - 700104, District South 24 Parganas.

LARICA ESTATES LTD.

Directo

AND WHEREAS after going through the detailed planning, the Owner/s herein, booked a plot of land being **Plot No. A-71** measuring an area of **2.5 (Two point five) Cottahs**, be the same a little more or less, which is morefully & particularly mentioned and described in SCHEDULE "A" hereunder written, at aforesaid Larica Green Hamlet, Nepal Gunj Road, Amgachia, Pailan, Police Station ; Bishnupur, Kolkata - 700104, District South 24 Parganas and obtained the Letter of Allotment vide Registration No. D - 166 dated 01/07/2012 ;

AND WHEREAS upon payment of agreed consideration amount being the price of land, a Deed of Sale has already been executed in favour of the Owner/s herein with respect to the plot of land measuring an area of 2.5 Cottahs, be the same a little more or less, which is morefully & particularly mentioned and described in SCHEDULE "A" hereunder written. The said Deed had been duly registered at the Office of Additional Registrar of Assurances - I, Kolkata and recorded in Book No. I, Deed no. **I-06208** for the year 2013 ;

*Handwritten signature and text:*  
M. K. Ghosh  
Director

AND WHEREAS the Owner/s herein also expressed their willingness to utilise the expertise and experience of Larica Estates Ltd, in order to construct a **Bungalow** being Type **B3** having Total Built up Area of **1648** Square feet, be the same a little more or less, at the agreed cost of construction.

AND WHEREAS the Developer herein duly accepted the proposal of the Owner/s and agreed to construct the aforesaid **Bungalow**, which is morefully & particularly mentioned and described in SCHEDULE "B" hereunder written at the agreed cost of construction, and in order to avoid future confusion and for the sake of transparency, the parties considered it expedient and necessary that a proper agreement be executed between them under certain terms & conditions.

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*Handwritten signature*  
Director

**thousand and five hundred ninety two ) only.** The total construction consideration is exclusive of any taxes or duties levied by any government / local authorities from time to time and shall be borne by the Owner/s. All the taxes i.e. VAT, Service Tax etc. as applicable will be borne and paid by the Owner/s. The built up area arrived is final & binding upon both the parties.

6. The Owner/s agree to make timely payment of aforesaid cost of construction to the Developer, together with applicable service tax or other levies, without any delay or default in the manner following :

a)	On Booking	::	Rs. 50,000/-
b)	On confirmation of Booking	::	Rs. 50,000/-
c)	Within 30 days of Confirmation	::	Rs. 50,000/-
d)	On completion of Plinth	::	10% of Balance price
e)	On completion of Ground Floor Roof	::	10% of Balance price
f)	On completion of First Floor Roof	::	10% of Balance price
g)	Roof & Boundary Wall	::	10% of Balance price
h)	On completion of Brick work	::	10% of Balance price
i)	On completion of Internal Plaster	::	10% of Balance price
j)	On completion of External Plaster	::	10% of Balance price
k)	On completion of Door/Window/Grill fittings	::	10% of Balance price
l)	On completion of Tile/Flooring/Electrical Wiring	::	10% of Balance price
m)	On completion and intimation of Possession	::	Remaining amount

7. In case of any delay in payment, the Owner/s will be liable to pay interest @ 18% per annum on the unpaid amount along with necessary time extension to complete the said work.

8. The Developer agrees that they would engage proficient architect as appointed by them and efficient and experienced workers for executing the said work and would ensure that the said work is completed as per Schedule and does not get hindered due to dearth of efficient workers. The Developer reserves its right to change/replace the appointed architect at its own discretion and the same shall be final and binding.
9. The Developer agrees that they will use the standard quality material for the above construction as per given specifications.
10. The Owner/s shall make all the payments for the above construction work, as per the Schedule and shall pay the applicable Service Tax, other duties within the stipulated time as mentioned in the letter of demand, which will be issued by the Developer from time to time.
11. The Developer shall take adequate safety & security measures at the site of construction and shall be responsible for all the insurances & workmen compensation during the course of the construction work.
12. The Developer shall be entitled to engage at its option any Contractors, Supervisors etc. at its own cost, expenses and discretion without calling upon the Owner/s to bear their payments.
13. The construction work will be carried out as per the chosen design & specification, however in the event of Owner/s being interested in getting any up gradation in the type of finishing

LARICA ESTATES LTD.

  
Director

material from the standard amenities list, or require any additional item or facility, the Owner/s shall intimate the same in writing to the Developer and shall bear the requisite charges at mutually agreed rate. In no case the Owner/s shall be allowed to appoint any mason, worker, etc. to carry out any work before delivery of possession of the constructed site.

14. The Developer agrees to complete the agreed construction work within 12 (twelve) months from the date of commencement of construction, subject to availability of raw materials and allied supplies.
15. Any default committed on the part of the Developer referred to hereinabove shall not be deemed to be a default if the same is caused by or arisen out of reasons beyond the control of the Developer i.e. by means of any event or circumstances which may arise from natural calamities, riot, civil commotion, fire, flood, war, earthquake, govt. restriction, political turmoil, general strikes, lock out and labour dispute on suppliers /manufacturers side, shortage of materials, stay orders by any competent authority, in respect of the said work only,
16. The Owner/s shall forthwith comply with all requisitions issued to them by the Developer with respect to construction of said work. The Developer is expressly empowered by these conditions to issue instructions/requisitions. In the event of non-compliance of such instructions/requisitions by the Owner/s within Seven (7) days after receipt of a written notice from the Developer, requiring compliance with any instruction/ requisition, the Developer will not be liable for the consequences arose due to such non-compliance.