

**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE is made this ..... day of .....

(Two thousand and..... )

**BETWEEN**

**VIDYA BHALOTIA**, wife of Mr. Ragjav Bhalotia, by faith : Hindu, by occupation : Business, residing at 18/24, Ballygunge Place, Police Station : Gariahat, Kolkata - 700019, represented by her Constituted Attorney **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. ANGAD LAKHOTIA**, having PAN ACNPL4617KJ, son of Mr. Satish Ch. Lakhotia, by faith Hindu, by occupation Business, by nationality Indian, residing at 7/1, Guru Saday Road, Police Station Karaya, Kolkata – 700019, duly appointed vide General Power of Attorney dated 08/12/2014 registered at the Office of Additional District Sub- Registrar -Bishnupur, South 24 Parganas and recorded in Book No. 1, Volume No. CD Volume No. 23, Pages from 3138 to 6151, being No. 06511 for the year 2014 hereinafter referred to as ‘the **DEVELOPER/FIRST PARTY**’ (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 **ONE PART** ;

**A N D**

**1)**

....., having PAN

,  
wife/son/daughter of Mr. .... and

**2) MR.**

....., having PAN ....., wife/son/daughter of  
....., both are by faith : ....., by occupation :  
....., by nationality : Indian, residing at  
....., Post Office- ....., Police Station :  
....., District : ....., Pin : ....., hereinafter called

and referred to as the **ALLOTEE/S** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/ their heirs, executors, administrators, successors-in-office, administrators, legal representatives and assigns) of the **OTHER PART** ;

AND

INTERPRETATIONS/ DEFINITIONS:

For the purpose of this agreement for sale, unless the context otherwise requires,-

- (a) "Act" means the West Bengal Housing Industry Regulation Act, 2017;
- (b) "Regulation" means the Regulation made under the West Bengal Housing Industry Regulation Act, 2017;
- (b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) "Section" means the section of the Act.
- (d) Architect:  
Architect: Shall mean Architect or any firm or Company of Architects as may be appointed by the Developer/Developer from time to time.
- (e) Deemed Date of Possession: In case the delivery of physical possession of the Apartment is withheld by the Allottee /Alloteeon any grounds/reasons, the physical possession of the Apartment shall be deemed to have been taken by the Allottee/Alloteeon the Deemed Date of Possession as indicated in the Notice of Possession and morefully described in Clause 7.2 below.

**WHEREAS**

- (A) By virtue of purchase by and under several Deed of Conveyance(s),\_One Vidya Bhalotia, wife of Mr. Raghav Bhalotia the Owner of the land. The has owner acquired 251 (two hundred fifty one ) decimals of land by separate deed of sale. Particulars of the land purchase deeds of the owner as follows  
**(1)** Deed of sale dated 2<sup>nd</sup> Day of December 2013, registered in the office of

A.D.S.R. Bishnupur, South 24 Parganas, in Book No. 1, CD Volume No. 14, Pages from 3271 to 3289 being Deed No. 06060 for the year 2013, **(2)** Deed of sale dated 2<sup>nd</sup> Day of December 2013, registered in the office of A.D.S.R. Bishnupur, South 24 Parganas, in Book No. 1, CD Volume No. 16, Pages from 242 to 258 being Deed No. 06053 for the year 2013, **(3)** Deed of sale dated 2<sup>nd</sup> Day of December 2013, registered in the office of A.D.S.R. Bishnupur, South 24 Parganas, in Book No. 1, CD Volume No. 14, Pages from 3459 to 3475 being Deed No. 06056 for the year 2013 **(4)** Deed of sale dated 2<sup>nd</sup> Day of December 2013, registered in the office of A.D.S.R. Bishnupur, South 24 Parganas, in Book No. 1, CD Volume No. 14, Pages from 3440 to 3458 being Deed No. 06062 for the year 2013, **(5)** Deed of sale dated 2<sup>nd</sup> Day of December 2013, registered in the office of A.D.S.R. Bishnupur, South 24 Parganas, in Book No. 1, CD Volume No. 14, Pages from 3349 to 3365 being Deed No. 06063 for the year 2013, **(6)** Deed of sale dated 2<sup>nd</sup> Day of December 2013, registered in the office of A.D.S.R. Bishnupur, South 24 Parganas, in Book No. 1, CD Volume No. 14, Pages from 3303 to 3319 being Deed No. 06054 for the year 2013, **(7)** Deed of sale dated 2<sup>nd</sup> Day of December 2013, registered in the office of A.D.S.R. Bishnupur, South 24 Parganas, in Book No. 1, CD Volume No. 14, Pages from 3406 to 3422 being Deed No. 06055 for the year 2013 & **(8)** Deed of sale dated 2<sup>nd</sup> Day of December 2013, registered in the office of A.D.S.R. Bishnupur, South 24 Parganas, in Book No. 1, CD Volume No. 14, Pages from 3254 to 3270 being Deed No. 06059 for the year 2013 by these aforesaid the owner acquired and became the sole and absolute and lawful owner in respect of diverse plots of land aggregating total area of about 251 (Two Hundred Fifty One ) Decimal be the same a little more or less, lying or situated at Mouza : Daulatpur, under Police Station : Bishnupur, A.D.S.R.O. Bishnupur, Khatian No. : 2839, District South 24- Parganas, Kolkata-700104. The Owner duly mutated her name in the records of B.L. & L.R.O. Bishnupur – I, Bhasa, District : South 24 Parganas under Khatian No. 2839, Mouza Daulatpur, J.L. No. 79, Police Station : Bishnupur.

(C) Subsequently the Owner duly applied as per provisions of Section 4C of WBLR Act, 1955 for conversion of the character of land under Dag No. 548, 728, 732 & 736 total area 194 decimal and duly obtained permission for Conversion in the mode of use of land as Housing Complex vide Case No. 46/2014 from the Office of Additional District Magistrate & District Land & Land Reforms Office, South 24 Parganas.

(B) That the owner decided to develop the aforesaid property or properties by making a

Housing Complex or otherwise commercially exploit the same by constructing several building / buildings in several blocks and applied for Building Plan from the office of Zilla Parishad, South 24 Parganas and thereafter entered into a Deed of Development Agreement and Power of Attorney with the developer (Larica Estates Limited) both dated 03<sup>rd</sup> day of December 2014 the said deed was registered in the office of A.D.S.R. Bishnupur.

- (C) The Developer started construction as per plan of G+4 storied buildings vide revised Building Plan No. 334/464/Rev/KMDA dated 20/07/2018 into and over the said property more fully mentioned and described in the Schedule hereunder written.
- (D) The Said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings, and car parking spaces and the said project shall be known as Larica Green Pailan ("Project").
- (E) The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Land on which Project is to be constructed have been completed;
- (F) The intimation of commencement of the work has already been submitted to the Kulerdari Gram Panchayet;
- (G) The Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on under registration no. \_\_.
- (H) The Purchaser/ Allottee had applied for an apartment in the Project vide application No....., dated..... and has been allotted residential apartment No....., on the ..... floor, having carpet area of ..... Square feet hereinafter referred to as the "Apartment" more particularly described in Second Schedule below and layout of Apartment is delineated in Green Colour on the plan annexed hereto.
- (I) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
- (J) The Developer may in future develop further phases on the Land parcels

adjacent to said premises, and reserve the right to share common infrastructure i.e. driveway, club and other amenities with such future phase/phases in terms of Rule 10 under the said act.

(K) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

(L) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions hereinafter;

(M) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee/Allotee hereby agrees to purchase the Apartment] more fully mentioned in Second Schedule hereunder written.

(N) Apartment, being **apartment No. : .....** on ownership basis at the said premises consisting of total measuring an area of..... **S** **quare feet** Carpet area more or less on the ..... of the building, being **building No. ....** in the said Housing Project in the name style of “LARICA GREEN PAILAN”, TOGETHER WITH undivided impartibly proportionate share into and over the land underneath the building and common parts, common area, amenities and facilities free from all encumbrances, lien, charges, mortgages and attachments whatsoever and obtained the Letter of Allotment vide **Registration No. A – ..... dated .....**

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES as follows:-

Explanation: 1

(i) The Total Price above includes the booking amount paid by the Allottee/Allotee to the Developer towards the Apartment;

- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter/Developer, by whatever name called) up to the date of handing over the possession of the apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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

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

- (iii) The Developer shall periodically intimate to the Allotees(s), the amount payable as stated in (i) above and the Allotees(s) shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allotees(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iv) The Total Price of Completed Apartment finished as per specifications morefully mentioned in Third Schedule includes recovery of price of land underneath the building, construction of the Common Areas, internal development charges, external development charges, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project but it will exclude Taxes, electrical charges and maintenance charges.

- (v) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of

development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee/Allotees for increase in development charges, cost/ charges imposed by the competent authorities, the Developer shall enclose the said notification/ order/rule/ regulation to that effect along with the demand letter being issued to the Allottee/Purchaser, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee/Purchaser.

- (vi) The Allottee(s)/Allotees shall make the payment as per the payment plan set out in Third Schedule ("Payment Plan").
- (vii) 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 (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, without the previous written consent of the Allottee /Allotees as per the provisions of the Act. Provided that the Developer may make such minor additions or alterations as may be required by the Allottee/Purchaser, or such minor changes or alterations as per the provisions of the Act. The Developer shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition- alteration.
- (viii) The Developer shall confirm to the final carpet area that has been allotted to the Allottee/Allotees after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer, If there is reduction in the carpet area then the Developer shall refund the excess money

paid by Allottee/Allotees within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee/Purchaser, the Promoter may demand that from the Allottee /Allotees as per the next milestone of the Payment Plan as provided in **Third Schedule**. All these monetary adjustments shall be made at the same rate per square feet as per **Second Schedule** of this Agreement.

2. 1 (i) The Allottee/Allotees shall have exclusive ownership of the Apartment;
- (ii) The Allottee/Allotees shall also have right to use the Common Areas transferred to the association of allottees/Purchaser. Since the share interest of Allottee/Allotees in the Common Areas is undivided and cannot be divided or separated, the Allottee /Allotees 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/Allotees after duly obtaining the completion certificate from the competent authority as provided in the Act; Further, the right of the Allottee/Allotees to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.
- (iii) The Developer has agreed to sell and the Allottee/Purchaser(s) herein has /have agreed to purchase one self- contained residential unit, being **apartment No. : .....**, having Carpet area **..... Square feet** more or less on the **..... Floor** of the building, being **building No. : .....** in the Housing Project TOGETHER WITH undivided impartibly proportionate share into and over the land underneath the building and common parts, common area, amenities and facilities thereto at or for the total price and/or consideration of **...../- ( Rupees .....** ) only free from all encumbrances, lien, charges, mortgages and attachments whatsoever.



- (iv) That the computation of the price of the Completed Apartment finished as per specification morefully mentioned in Third Schedule, includes recovery of price of land underneath the building, construction of the Apartment and the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project. The price excludes Taxes, electrical infrastructure and maintenance charges.
  - (v) The Allottee/Alloteeshas the right to visit the project site to assess the extent of development of the project and his/her apartment, as the case may be, subject to prior consent of the project engineer and complying with all safety measures while visiting the site.
- 2.2 It is made clear by the Developer and the Allottee/Allotees agrees that the Apartment along with car parking space, if allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land underneath the building and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allotees of the project.
- 2.3 The Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allotees, which it has collected from the Allotees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, 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 Alloteesor any liability, mortgage loan and interest thereon before transferring the apartment to the Allotees, 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.

- 2.4 The Allottee has paid a sum equivalent to 20% of the total price as booking amount being part payment towards the Total Price of the Apartment which includes token amount/any advances paid at the time of application the receipt of which the Promoter/Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the **Payment Plan [ Third Schedule ]** as may be demanded by the Developer within the time and in the manner specified therein: Provided that if the allottee/Allotees delays in payment towards any amount which is payable, he/she shall be liable to pay interest at the rate prescribed in the Rules.

**3. 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 Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Developer payable at Kolkata at its office.

**4. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

4.1. 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 thereunder 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 fulfil 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.

4.2. The Developer accepts no responsibility in regard to matters specified in para 4.1 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/Allotees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/Allotees 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/Allotees 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/Allotees only.

**5. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

**5. TIME IS ESSENCE:**

The Developer 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/Allotees and the common areas to the association of Allottee/Allotees subject to the same being formed and registered.

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

The Allottee/Allotees 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 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, FAR and density norms and provisions prescribed by the Municipal Authority and shall not have an option to make any variation /'alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

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

7.1. Schedule for possession of the said Apartment - The Developer/Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee/Allotees and the common areas to the Association of Allottee/Allotees 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 on December 2021, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/Allotees agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/Allotees

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

**7.2. Procedure for taking possession** - The Developer, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee/Allotees in terms of this Agreement to be taken within two months from the date of issue of completion certificate subject to payment of all amounts due and payable under this Agreement and Registration of Deed of Sale. The Developer agrees and undertakes to indemnify the Allottee/Allotees in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/association of Allottee, as the case may be from the date of the issuance of the completion certificate for the project. The Developer shall hand over the photocopy of completion certificate of the project to the Allottee/Allotees at the time of conveyance of the same.

**7.3. Failure of Allottee/Allotees to take Possession of Apartment** - Upon receiving a written intimation from the Developer as per para 7.2, the Allottee/Allotees 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/Purchaser. In case the Allottee/Allotees fails to take possession within the time provided in para 7.2 such Allottee shall continue to be liable to pay interest on amount due and payable in terms of this agreement, maintenance charges as specified in para 7.2,

municipal tax and other outgoings and further holding charge of Rs. 3,000/- per month or part thereof for the period of delay of to taking possession.

**7.4 Possession by the Allottee/Allotees-** After obtaining the completion certificate and handing over physical possession of the Apartment to the Allottee/s, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of Allottee/Allotees upon its formation and Registration;

Provided that, in the absence of any local law, the Developer shall handover the necessary documents and plans, including common areas, to the association of Allottee/Allotees or the competent authority, as the case may be, within thirty days after formation and registration of the association of allottees.

**7.5. Cancellation by Allottee/Allotees-** The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided further that where the Allottee/Allotees proposes to cancel/withdraw from the project without any fault of the Promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment.

**7.6. Compensation -** The Developer shall compensate the Allottee/Allotees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Developer/Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of 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 Allottee, in case the Allottee/Allotees

wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Developer in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due; Provided that where if the Allottee/Allotees does not intend to withdraw from the Project, the Developer shall pay the Allottee/Allotees interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Developer to the Allottee/Allotees within forty- five days of it becoming due.

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

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

- (i) The Owner have absolute, clear and marketable title with respect to the said Land; the requisite authority and 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;
- (iii) There are no encumbrances upon the said Land or the Project till date:
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment to be constructed;
- (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 till the date of handing over of the project to the association of Allottee;

- (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/Allotees created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to 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/Allotees in the manner contemplated in this Agreement;
- (ix) At the time of execution of the deed of sale the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee/Allotees and the common areas to the association of Allottee/Allotees once the same being formed and Registered;
- (x) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- (xi) The 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 irrespective of possession of apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee/Allotees and the association of Allottee/Allotees or not;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received by or served upon the Developer in respect of the said Land and/or the Project.



## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Developer fails to provide ready to move in possession of the Apartment to the Allottee/Allotees 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 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.

9.2. In ease of Default by Developer under the conditions listed above, Allottee/Allotees is entitled to the following:

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee/Allotees stops making payments the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee/Allotees be required to make the next payment without any interest; or
- (ii) The Allottee/Allotees 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/Allotees under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice subject to the Allottee/Allotees shall prior to receipt of refund on the above account from the Developer, at his own costs and expenses, execute all necessary cancellation

related documents required by the Developer; Provided that where an Allottee/Allotees does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Developer to the Allottee/Allotees within forty-five days of it becoming due.

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

- (i) In case the Allottee/Allotees fails to make payments for consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/Allotees 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/Allotees under the condition listed above continues for a period beyond two consecutive months after notice from the Developer in this regard, the Developer upon 30 days written notice may cancel the allotment of the Apartment in favour of the Allottee/Allotees and refund the money paid by the Allottee/Allotees by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated subject to compliance of clause 34.10.

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

The Developer, on receipt of Total Price of the Apartment as per Third Schedule under the Agreement from the Allottee, shall execute a deed of sale drafted by the Developer's Advocate 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 completion certificate and the completion certificate, as the case may be, to the Allottee/s. However, in case the Allottee/Allotees fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee/Allotees authorizes the Developer to withhold registration of the deed of sale in his/her favour till payment of stamp duty and registration

charges and the Allottee/Allotees shall be bound by its obligations as morefully mentioned in clause 7.3 of this agreement.

**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, for a maximum period of 1 (one) year upon the issuance of the completion certificate of the project.

**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/Allotees from the date of obtaining completion certificate, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottee/ Allotees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

**14. USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), 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's etc. and other permitted uses as per sanctioned plans. The Allottee/Allotees shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottee/Allotees formed by the Allottee/Allotees for rendering maintenance services.

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

- 15.1. Subject to para 12 above, the Allottee/Allotees shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
  
- 15.2. The Allottee/Allotees 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 facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/Allotees 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/Allotees shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee/Allotees shall also not remove any wall including the outer and load bearing wall of the Apartment.

15.3. The Allottee/Allotees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Allottee/Allotees and/or maintenance agency appointed by association of Allottee/Purchaser. The Allottee/Allotees shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

**18. DEVELOPER 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/Allotees who has taken or agreed to take such Apartment.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee/Allotees by the Developer does not create a binding obligation on the part of the Developer or the Allottee/Allotees until, firstly, the Allottee/Allotees 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/Allotees and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Developer. If the Allotees(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/Allotees 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/Allotees for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee/Purchaser, application of the Allottee/Allotees shall be treated as cancelled and all sums deposited by the Allottee/Allotees in connection therewith including the booking amount shall be returned to the Allottee/Allotees 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.

**22. RIGHT TO AMEND:**

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

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

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

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

24.1. The 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/Allotees 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/Allotees that exercise of discretion by the Developer in the case of one Allottee/Allotees shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottee.

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

**25. SEVERABILITY:**

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

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

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

**27. FURTHER ASSURANCES:**

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

**28. PLACE OF EXECUTION:**

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

**29. NOTICES:**

That all notices to be served on the Allottee/Allotees and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Allotees or the Developer by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

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

**30. JOINT ALLOTTEES/PURCHASERS:**

That in case there are Joint Allottees all communications shall be sent by the Developer to the Allottee/Allotees 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 Allottee/Purchaser.



**31. SAVINGS:**

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

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

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

**34. MISCELLANEOUS:**

- 34.1 The Allottee/Allotees aware that the price of the Apartment is arrived after adjusting the GST input credit to be passed on to the him/her by the Developer and the Allottee/Allotees shall not claim, demand or dispute in regard thereto.
- 34.2 The Allottee/Allotees prior to execution of the Deed of Sale nominates his/their provisionally allotted apartment unto and in favour of any other person or persons in his/her/their place and stead, the Allottee/Allotees may do so with the permission of the Developer subject to payment of administrative charges @2% (two per cent) of the total price to the Developer.

- 34.3 The Allottee/Allotees agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in **Fifth Schedule** and the same may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model unit and the Allottee/Allotees shall not be entitled to raise any claim for such variation.
- 34.4 In the event of the Allottee/Allotees obtaining any financial assistance and/or housing loan from any bank/ financial institution the Developer shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee/Allotees and the Bank/ financial institution, SUBJECT HOWEVER the Developer being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Developer shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee/Allotees from such bank/ Financial Institution.
- 34.5 In case payment is made by any third party on behalf of Allottee, the Developer will not be responsible towards any third party making such payment/remittances on behalf of the Allottee/Allotees and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Developer shall issue the payment receipts in the name of the Allottee/Allotees only.
- 34.6 In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Developer, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Developer shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.

- 34.7 Developer may also extend the Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area. and the Allottee/Allotees shall not have any objection to it and further, the Allottee(s)/Allotees hereby give consent to the Developer that the Developer shall have full right, title, interest to use and utilize the additional FAR in respect of the land which may be made available even after the Deed of Sale of the Apartment has been executed to the Allottee(s) /Allotees or any member of the Association shall not raise any objection of whatsoever nature for the same. The extra FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent phases/projects to be constructed but it is hereby declared that so far as the present project or earlier completed phases of the entire project is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building blocks. In future phases it can be utilized in the manner the Promoter decides. The Allottee/Allotees is also notified that the Developer may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this Project and in that case the Developer may decide to provide for a passage way across this Project which shall be perpetually binding upon the Apartment Owners of this Project and their Association. The Developer may extend the size of the Project as presently envisaged by causing development of another Project/Phase on land contiguous to the present Project whereupon the Vendor will be entitled to amalgamate the extended development by integrating it with this Project with shared infrastructure and common facilities which means that the facilities available in this Project will be available for use to residents of the extended Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Residents of the present Phases.
- 34.8 The Possession Date has been accepted by the Allottee. However, if the said Apartment is made ready prior to the Completion Date, the

Allottee/s undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee/Allotees are linked inter alia to the progress of construction, and the same is not a time linked plan.

- 34.9 The right of the Allottee/Allotees shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project.
- 34.10 In the event of cancellation of allotment The balance amount of money paid by the Allottee/Allotees (other than Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee shall be returned by the Developer to the Allottee/Allotees without interest, out of the amounts received by the Developer against sale of the Designated Apartment to any other interested person. Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottee/Allotees if the current Sale Price is less than the Purchase Price. The Allottee/Allotees shall prior to receipt of refund on the above account from the Developer, at his own costs and expenses, execute all necessary cancellation related documents required by the Developer.
- 34.11 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 the other Apartments in the project then and in that event without prejudice to the Developer's such other rights the Allottee/Allotees 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.
- 34.12 The Developer will not entertain any request for modification in the internal layouts of the Unit of the Blocks. In case the Allottee/Allotees desires (with prior written permission of the Builder) to install some

different fittings /floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Allottee/Allotees has made full payment according to the terms of payment, at its sole discretion, the Developer/Builder may subject to receipt of full payment allow any Allottee/Allotees access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottee/Allotees provided that such access will be availed in accordance with such instructions of the Allottee/Allotees in writing and that the right of such access may be withdrawn by the Developer at any time without assigning any reasons.

- 34.13 The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance the Allottee shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Allotees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
- 34.14 The cost of maintenance will be paid/borne by the Allottee/Allotee from the date of obtaining completion certificate till handover of maintenance of the project to the association of allottees and thereafter to the association of Allotees/Purchasers. The Allottee/Allotees shall before taking possession of the apartment pay @ Rs. 2/- per sq. ft. on the built-up area of the apartment together with applicable GST towards cost of such maintenance for the initial period of one year. The Allottee/Allotees shall additionally pay @ Rs. 2/- per sq. ft. on the built-up area of the apartment towards Sinking/Corpus Fund. Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas as mentioned in the Sixth Schedule hereunder written.
- 34.15 It is clarified that the defect liability responsibility of the Developer shall not cover defects, damage, or malfunction resulting from (i) misuse (ii)

unauthorised modifications or repairs done by the Allottee /Allotees or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Developer to the Allottee /Allotees ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done/renewed by the allottees, the Developer shall not be responsible for any defects occurring due to the same.

34.16 That on and from the date of possession of the said flat/unit, the Allottee /Allotees shall:

- a. Co-operate in the management and maintenance of the said project Larica Green Residence“.
- b. Observe, comply and abide by the rules framed from time to time by the Developer and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.
- c. Pay and bear the proportionate share of the expenses to be incurred in common to the Developer, until formation of the Association including the GST.
- d. The Allottee /Allotees shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee /Allotees shall be liable to pay interest @2% per mensem on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee /Allotees shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said project and the Developer/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
  - i) to discontinue the supply of electricity to the “Said Unit”.
  - ii) to disconnect the water supply

- iii) not to allow the usage of lifts, either by Allottee /Purchaser, his/her/their family members, domestic help and visitors.
- e. The above said discontinuation of some services and facilities shall not be restored until such time the Allottee /Allotees has made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Developer/Association to realize the due amount from the Allottee /Purchaser.
- f. Use the said flat/unit for residential purpose only.
- g. Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Developer or the Association, upon formation, in writing.
- h. Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- i. Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s.
- j. Not to place or cause to be placed any article or object in the common area.
- k. Not to injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.
- l. Not to park any vehicle 2/4 wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Allottee /Purchaser.
- m. Not to keep in the said Flat any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat and/or any other Flat in the said project.

- n. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandhs, lounges or any external walls or the fences of external doors and windows including grills of the „Said Flat“.
- o. Not to use the said Flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Allottes and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

THE SCHEDULE REFERRED TO ABOVE

(FIRST SCHEDULE)

ALL THAT piece and parcel of diverse plots of Housing Complex land aggregating an area of 1 acre 94 decimal be the same a little more or less, lying or situate at and forming part of Larica Green Pailan, under the Kulerdari Gram Panchayet, comprised in L.R. Dag Nos. 548, 728, 732 & 736, appertaining to Khatian No. 2839, in Mouza : Daulatpur, J.L. No. 79, Police Station : Bishnupur, District : South 24 Parganas.

SECOND SCHEDULE REFERRED TO ABOVE

( Description of the Apartment /unit hereby agreed to be sold /conveyed)

- A) ALL THAT one self-contained residential Flat, being **Flat No.** ..... having total Carpet area of ..... ( ..... ) Square Feet more



or less, on the ..... **Floor** of the building, being **building No.** ..... lying or situated within the said Housing Project commonly known and reputed as **LARICA GREEN PAILAN** and the said flat, TOGETHER WITH the proportionate rights in the common areas and parts comprised in the building and/or housing complex and also the undivided proportionate impartibly variable share in the right, title and interest in the land mentioned in the First Schedule hereinabove.

B) (b)The Said Parking Space, being the right to park \_\_\_\_\_ (\_\_\_\_\_) medium sized car/or \_\_\_\_\_ (\_\_\_\_\_) two wheeler/s in the covered space in the ground Floor of any building in the Said Complex and \_\_\_\_\_ (\_\_\_\_\_) medium sized car/s and/or \_\_\_\_\_ (\_\_\_\_\_) two wheeler/s in the multi-level parking space of the Said Complex and \_\_\_\_\_ (\_\_\_\_\_) medium sized car/s and/or \_\_\_\_\_ (\_\_\_\_\_) two wheeler/s in the open space at the ground level of the Said Complex;

C)

Latitude/ Longitude of the end points of the Project

Latitude – Latitude : 22'42'5190W

Longitude – 88.30'4080"E

**THIRD SCHEDULE REFERRED TO ABOVE**

**(PAYMENT PLAN)**

The total agreed consideration amount payable by the Allotees in terms of this agreement are as follows : -

On confirmation of Booking	Rs. 1,25,000/-
Within 30 days of Confirmation	10% of Sale price
On start of Excavation	10% of Sale price
On completion of Ground Floor Roof	10% of Sale price
On completion of First Floor Roof	10% of Sale price
On completion of Second Floor Roof	10% of Sale price
On completion of Third Floor Roof	10% of Sale price
On completion of Fourth Floor Roof	10% of Sale price

On completion of Brick work of flat	10% of Sale price
On completion of External Plaster	5% of Sale price
On completion of electrical wiring	5% of Sale price
completion and intimation of Possession	Balance Payment

**SPECIFICATION OF WORKS**

- Structure : R.C.C. Frame structure.
- Walls : Weather resistant brick walls.
- Foundation : R.C.C. footing with anti termite.
- Doors : Factory made decorated flush doors.
- Windows : Aluminium sliding windows.
- Flooring : Ceramic tiles.
- Toilet : Glazed tiles dado up to 5ft, shower, wash basin & W.C. white colour of reputed make, elegant C.P. fitting with ISI mark.
- Kitchen : Black stone with ceramic tiles 2ft, above working Platform with sink.
- Electrical : Concealed conduit copper wiring with standard Quality electrical accessories TV & Telephone outlets.

Electricity: obtaining HT/LT electricity supply from the supply agency, which is Rs. 60/- per sqft on Carpet Area/- (Rupees one hundred) per square feet, based on the carpet area of Said Apartment, to the Promoter.	
Electricity Meter for Common Areas: security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Areas, proportionately, to the Promoter.	

Betterment Fees: betterment or other levies that may be charged/imposed by any government authorities or statutory bodies or the Said Apartment And Appurtenances or its transfer in terms hereof, proportionately, to the Promoter.	
Legal Fees, Stamp Duty and Registration Costs: fees of, Advocates (Legal Advisors), who have drawn this Agreement and shall draw all further documents. The fee is Rs. 18,000/- (Rupees eighteen thousand). 50% (fifty percent) of the fee shall be paid simultaneously herewith and the balance 50% (fifty percent) shall be paid on the Date of possession notice. Stamp duty, registration fees, fixed miscellaneous expenses of Rs.5,000/- (Rupees five thousand) for registration and all other fees and charges, if any, shall be borne by the Allottee and paid 15 (fifteen) days prior to the date of registration.	
Maintenance Charges for Common Areas: the proposed monthly maintenance charge will be fixed	

**FOURTH SCHEDULE REFERRED TO ABOVE**

(Common parts / rights – Common to the co/owners of the buildings)

- a) Entirety of the land described in the First Schedule hereinabove.
- b) The foundation, columns, beams, supports, fire escape, entrance and exist gate etc.
- c) Stairs, stair case, stair ways of all floors up to the top floor having lighting, fixtures and fittings in the common places.
- d) Land / space of staircase on all floors meant for egress and ingress to the respective flats and/or flats.
- e) Water reservoir, overhead tank, water pump with motor, pump room for the purpose of plumbing / pumping water from the underground reservoir to

the overhead water tank, and distribution pipes to different flats and from reservoirs to the tanks and to the various flats and flats respectively.

- f) All electrical installations and all electrical wirings including electric meter for running of the water pump and lighting of the common areas including path/ways and stair case. Electrical wiring and switches from ground floor to the flats respectively.
- g) The entire drainage and sewerage system, drain and sewers from the building to the Municipal ducts including septic tank, if any and water and sewerage evacuation pipes from the flat to drains and sewers common to the building.
- h) Driveways, path/ways and lobby in the ground floor, which are earmarked specifically for common user.
- i) The land and open spaces except roof in the building other than those reserved by the Developer and the land under the building for the purpose of access only.
- j) Water reservoir and distribution arrangements and pipes to the reservoir of the building.
- k) Boundary wall and main gates to the building on the ground floor.
- l) Space for installation of electric meters and board and space for installations of electrical main switch but not individual electric meter or switch.
- m) Right and privilege over vertical and lateral support, easement and quasi easement and appurtenances whatsoever which are in any way connected with Flat and/or Flat which are necessary to support the structure and construction of external part of the schedule Flat.
- n) Right of access and common user with the other co/occupants of the said apartment/buildings for the purpose of egress and ingress to the schedule Flat.
- o) Right of access and common electrical installations and drainage and sewerage system as shall be essential for repairing any blockage of the drain in the schedule Flat and water supply system and electric lighting in

the common areas mentioned above.

- p) Any other portion of the land or buildings that shall be subsequently notified and specified as being common area by the body or authority entrusted with the maintenance and upkeep of the said apartment / buildings.

**FIFTH SCHEDULE REFERRED TO ABOVE**

( Common expenses )

The Purchasers shall be liable and responsible for making payment (proportionately) of the followings from the date of taking over possession of the said Flat :

1. Costs of maintaining operating replacing, white / washing, painting rebuilding, reconstructing, decorating, re/decorating and lighting at the common parts and the common portions including the outer walls of the building and boundary walls.
2. Salaries of Care-taker, Security Guard, Electrician, Plumber, Gardeners and other expenses for the person/s employed for the common purposes.
3. Expenses and deposits for supply of common utilities to the co/owners.
4. Municipal and other rates, taxes levies and impositions and all outgoings save those separately assessed or imposed in respect of the scheduled Flat.
5. Cost of establishment and operations of the Association relating to the common purposes.
6. Litigation expenses incurred for the common purposes.
7. Insurance premium in respect of the building or any other charges and expenses thereto.
8. All other expenses and outgoings is/are deemed by the Developer or the Association to be necessary or incidental for the common purposes including for creating a fund for replacement, renovation and painting of the common parts and the common portions.

IN WITNESS WHEREOF *the Parties hereunto have set and subscribed their respective hands on the day, months and year first above written.*

SIGNED, SEALED AND DELIVERED

By the PARTIES in the presence of : -

1.

---

**M/S LARICA ESTATES LIMITED**  
**DEVELOPER**  
*Constituted Attorney of*  
**(Owner)**

2.

---

**Allotee/s**

**MEMO OF CONSIDERATION**

**RECEIVED** with thanks from the within named Alloteesthe within mentioned sum of **Rupees .....**( **Rupees .....** ) **only** being Application money and/or advance/earnest money and/or part payment out of the abovementioned total consideration payable under these presents.

- 1 By A/C Payee Cheque No. ....dated ..... drawn on ..... :: 1.25,000/-  
for confirmation of booking
- 2 By A/C Payee Cheque No. ....dated ..... drawn on ..... :: .
- 3 By A/C Payee Cheque No. ,,.,.,.,.,.dated ..... drawn on ..... ::
- 4 By A/C Payee Cheque No.....dated .....drawn on ..... ::
- 5 By A/C Payee Cheque No. ....dated .....drawn on ..... ::
- 6 By A/C Payee Cheque No.....dated ..... drawn on ..... ::
- 7 By A/C Payee Cheque No. ....dated .....drawn on ..... ::
- 8 By A/C Payee Cheque No. ....dated ..... drawn on ..... ::
- 9 By A/C Payee Cheque No. ....dated .....drawn on ..... ::

10	By A/C Payee Cheque No. ....	dated .....	drawn on .....	::
11	By A/C Payee Cheque No. ....	dated .....	drawn on .....	::
12	By A/C Payee Cheque No. ....	dated .....	drawn on .....	::
13	By A/C Payee Cheque No. ....	dated .....	drawn on .....	::
14	By A/C Payee Cheque No. ....	dated .....	drawn on .....	::
15	By A/C Payee Cheque No. ....	dated .....	drawn on .....	::
19	By A/C Payee Cheque No. ....	dated .....	drawn on .....	::
<hr/> <hr/>				
Total				::
<hr/> <hr/>				

WITNESSES :

1.

2.

---

**M/S LARICA ESTATES LIMITED**

**DEVELOPER**

**Constituted Attorney of  
(Owner)**