

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this day of
20.... (Two Thousand)

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 duly Constituted Attorney **M/S LARICA ESTATES LIMITED**, having PAN AAACL5431D, a Company registered and incorporated under the Companies Act, 1956, having its' Registered Office at 7, Red Cross Place, 4th Floor, Kolkata – 700001, Police Station – Hare Street, represented by its' one of the Directors, **MR. ANGAD LAKHOTIA**, having PAN ACNPL4617K, son of Mr. Satish Ch. Lakhotia, by faith : Hindu, by Nationality : Indian, by occupation : Business, residing at : 7/1, Gurusaday Road, Post office : Ballygunge, 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 and called as **VENDOR/DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, successors and assigns) of the **FIRST PART**

AND

....., having PAN AGBPU8334N, son of, by faith :, by occupation : Business, by Nationality : Indian, resident of, Post Office :, Police Station-, Kolkata -, West Bengal, hereinafter referred to and called as **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives successors and assigns) of the **SECOND PART**

Article I: DEFINITIONS

Unless it be the contrary or repugnant to the context or subject or otherwise

specifically mentioned and defined, the terms and expressions have the meaning assigned to it in such Clause and/or sub clause.

1. **VENDOR/DEVELOPER: M/S LARICA ESTATES LIMITED**, a company within the meaning of the Companies Act, 1956 having its registered office at 7 Red Cross Place, Police Station & Post Office Hare Street, Calcutta -700001 including its successors in office, administrators, legal representatives and assigns, unless excluded by or repugnant to the context hereof and having 90% share in the land and structure of the entire constructed area as per registered Joint Venture development agreement dated 8th December 2014 registered in the office of A. D. S .R Bishnupur, South 24 parganas recorded in Book no.1 Volume no. 23 pages 6031 to 6048 being no. 06490 for the year 2014.
2. **PURCHASER** :, having PAN, son of, by faith : Muslim, by occupation :, by Nationality : Indian, resident of,, Post Office :, Police Station-, Kolkata -700023, West Bengal, including his/their heirs, successors, executors, legal representatives, nominees and assigns, unless excluded by or repugnant to the context hereof.
3. **PREMISES/COMPLEX**: Shall mean and include Vendor / Developer, under Kulerdari Gram Panchayat, Police Station -Bishnupur, Kolkata -- 700 104, consisting of twelve blocks, more fully and particularly described in the SCHEDULE "A" hereinafter written premises by name the said Housing Project commonly known and reputed as "**LARICA GREEN PAILAN**").
4. **LAND** : Shall mean and include the land comprise of the said under Kulerdari Gram Panchayat, Police Station -Bishnupur, Kolkata -700 104, containing by estimation an area of 1 acre 94 decimal be the same or a little more or less lying at Dag no. 548, 728, 732 & 736, Khatian no. 2839, Mouza Daulatpur, J.L. no. 79, District South 24 Pargana under municipal

limit of Kulerdari Gram Panchayet more fully and particularly described in the SCHEDULE "A" hereinafter written.

5. **BUILDING:** Shall mean the Ground plus four storied buildings consisting of several Blocks of residential unit of different area constructed in the Said Premises.
6. **UNIT:** Shall mean the Flat no. on the at the side of the Said Building being Block containing by estimation admeasuring of sq. ft. Super Built up area be the same or a little more or less with all fittings, fixtures in the Said Flat and the car parking space on the ground floor of the building more fully and particularly described in the SCHEDULE "B" hereunder written.
7. **PLAN :** Shall mean the plans, elevations, designs, drawings and specifications of the Building as prepared by the Architect and being sanctioned by the office of Zilla Parishad, South 24 Pargana vide Building plan No. 334/464/Rev/KMDA dated 20/07/2018, for construction of Ground plus four Storied, twelve buildings in or upon the Said Premises.
8. **CAR PARKING SPACES:** Shall mean and include covered and open to sky one covered Car Parking Spaces on the Ground Floor of the Said Buildings.
9. 1. **BLOCK COMMON AREAS :** Shall mean and include the proportionate , undivided , indivisible and not transferable share of land and amenities available in the block in which the flat is situate as mentioned in Part-I of the SCHEDULE "C".
10. 2. **COMPLEX COMMON AREAS:** Shall mean and include the proportionate, undivided, indivisible and not transferable share of areas and/or amenities available in the complex as mentioned in Part-II of the SCHEDULE "C" .

10. **ROOF/TERRACE:** Shall mean the ultimate roof over and above the Third Floor of the Said Building. The Vendor and/or the Developer shall have exclusive right to enjoy, exploit and erect further stories over and above the ultimate roof, if any. The Purchaser shall not have any right over the ultimate roof/terrace of the building as described above.
12. **FLAT OWNERS' ASSOCIATION:** Shall mean the flat owners' Association that will be formed by the owners of several flats/units for the common purposes as per the provisions of the West Bengal Apartment Ownership Act, 1972 and/or any other enactment/s if applicable.
13. **COMMON PURPOSES & EXPENSES:** Shall mean and include the purpose of maintaining the Said Premises and the Said Building in particular the common areas as also meeting of the common expenses and matters relating to mutual right and obligations of the Purchaser and the common use and enjoyment thereof, more fully and particularly mentioned in SCHEDULE "D".
14. **UNDIVIDED SHARE:** Shall mean and include the respective undivided share and/or interest in the Said Premises taking into account the total Super Built up area to comprise in the Said Flat / Unit constructed by or on behalf of the Purchaser/s in the Said Building, which shall always be impartible.
15. **TRANSFER:** With its grammatical variations shall include transfer by possession and/or by any other means adopted for effecting what is understood as transfer of a space in a multistoried building to the Purchaser/s.
16. **SINGULAR:** shall include PLURAL and vice versa.
17. **MASCULINE:** shall include FEMININE and vice versa.

ARTICLE II: INTERPRETATIONS

- 2.1 Any reference to statute shall include all statutory expression and/or modifications, re-enactment of such statute and any rules, regulations or order made there under.
- 2.2 The paragraph headings do not form part of this Agreement and have been given only for the sake of convenience and shall not be taken into account for the construction and/or the interpretation of this Agreement.

Article III: DEVOLUTION OF TITLE

WHEREAS One Mrs. Vidya Bhalotia was seized and possessed as absolute owner by way of purchase of ALL THAT piece and parcel of land admeasuring lying situated at District: South 24 Parganas, Police Station: Bishnupur, Mouza Daulatpur, J.L. No. 79 under limit of Kulerdari Gram Panchayet under Khatian No. 2839 comprised in dag no. as hereunder:

Dag No.	Area (Decimal)
548	17.00
728	101.00
732	68.00
736	8.00

AND WHEREAS upon purchase the said Mrs. Vidya Bhalotia, duly mutated her name in the records of B.L. & L.R.O. Bishnupur - I, Bhasa, District: South 24 Parganas and applied for conversion of the character of land as per provisions of Section 4C of WBLR Act, 1955 and duly obtained permission for Conversion in the mode of use of land vide Case No. 46/2014 from the Office of Additional District Magistrate & District Land & Land Reforms Office, South 24 Parganas.

ANDWHEREAS the said Mrs. Vidya Bhalotia died intestate on 25/09/2016 leaving behind her husband Mr. Raghav Bhalotia who further issued a fresh registered

power of Attorney registered in the office of A. R. A III, Kolkata recorded in Book no. IV Volume no. 1903-2016 pages 152707 to 152731 being no. 190306429 for the year 2016.

Article IV: DEVELOPMENT AGREEMENT

AND WHEREAS with a view to develop the aforesaid property by making a Housing Complex or otherwise commercially exploit the same by constructing several building / buildings in several blocks, the said Mrs. Vidya Bhalotia applied for Building Plan from the office of Zilla Parishad, South 24 Parganas and duly obtained the same for G+4 storied buildings vide Building Plan No.334/464/Rev/KMDA dated 20 / 07/2018.

AND WHEREAS the said Mrs. Vidya Bhalotia had decided to develop her said property by constructing several buildings in several blocks comprising of several residential Flats / units / car parking spaces / shop rooms / show rooms etc., and other common area / parts etc., through a competent Developer according to aforesaid sanction plans, who has enough credential in the arena of development.

AND WHEREAS while in search of a good Developer, the said Mrs. Vidya Bhalotia came across with M/s. Larica Estates Limited the Developer herein and after prolong discussion held between the parties, the said Mrs. Vidya Bhalotia had agreed to develop her said property through the Developer herein and entered into a joint venture Development agreement dated 8th December 2014 registered in the office of A. D. S .R Bishnupur recorded in Book no.1 Volume no. 23 pages 6031 to 6048 being no. 06490 for the year 2014 and further executed a development Power of Attorney in favour of the Developer herein registered in the office of A. D. S .R Bishnupur recorded in Book no.1 Volume no. 23 pages 6124 to 6137 being no. 06510 for the year 2014.

AND WHEREAS in terms and conditions of the said Development Agreement dated 8th December 2014 the Developer herein has started to develop the said premises

as per plans, elevations, designs, drawings and specifications of the Building as sanctioned by the office of Zilla Parishad, South 24 Pargana vide Building plan No. 334/464/Rev/KMDA dated 20/07/2018 for construction of the proposed Ground plus Four Storied building in 12 different block upon the said premises.

AND WHEREAS in pursuant to and continuance of the said agreement dated 8th December 2014 between the said Mrs. Vidya Bhalotia and M/s Larica Estates Limited, the said Raghav Bhalotia confirm and assure the said Development agreement by executing a further Development power of attorney in favour of M/s Larica Estates Limited.

AND WHEREAS the said developer M/S. Larica Estates Limited in terms of the said Agreement 8th December 2014 and by the strength of the said sanctioned building plan of the office of Zilla Parishad, South 24 Pargana constructed 12 block of G+IV storied building at the premises and have attained the right power and authority as Developer/ Vendor to sell to different Purchasers or Purchaser comprising several commercial space or spaces, office or offices, residential unit/units in the newly constructed multistoried buildings together with undivided proportionate share of land including common and easement right on paths and passages and all other common facilities benefits, privileges in the common service areas in common with other owners at the said premises as per schedule mentioned hereunder.

Article V: TRANSACTION

AND WHEREAS the said Purchaser herein intend to purchase the demarcated area of a self contained residential unit being **Flat no.** At Block no. admeasuring square feet super built up be the same or little more or less area at the **S..... Floor** of new building of the premises together with one covered car parking space on the ground floor from the Developer upon payment of Rs./-(Rupees only) to the Developer herein subject to fulfillment of covenant and other terms and conditions contained hereunder and the parties herein have arrived into a mutual understanding

thereof.

ANDWHEREAS by a letter of allotment dated the Developer abovenamed confirmed the booking and allotted the said a self contained residential unit being Flat no. Block no. admeasuring square feet super built up area at the Floor of new building together with one covered car parking space on the ground floor unto and in favour the Purchaser.

Article VI: CONSIDERATION

NOW THESE PRESENTS WITNESSETH that pursuance of the satisfaction and in consideration of Rs.Rupees) for ALL THAT a self-contained residential unit being Flat no..... Block no. admeasuringsquare feet super built up area at the Floor of new building together with one covered car parking space measuring an on the ground floor paid to the Developer/Vendor by the Purchaser according to the agreed terms hereinafter written doth hereby. The Developer/Vendor do hereby sale, grant, convey, transfer and assign unto and in favour of the Purchaser a self contained residential unit being **Flat no.Block no. admeasuring square feet super built up area** at the Floor of new building more fully together with one covered car parking space on the ground floor and particularly described in the **SCHEDULE "B"** hereinafter written together with undivided and impartible proportionate share of land attributable to the said Unit lying in the Second Floor of Blockat together with the common areas, common appendages and to enjoy and to use in profit absolutely and forever subject to the undertaking given by the Purchaser that he shall peacefully and quietly hold the said Unit in physical possession and in title and shall not use the same for any nuisance and shall not cause any damage to the main premises together with the inheritance thereof in fee simple possession, free from all encumbrances, attachments, lispendance, mortgage, charge whatsoever **OR HOWEVER OTHERRWISE** the proportionate share of land hereditaments and premises are or is or at any time heretofore were or was situated, butted and bounded known numbered described or distinguish in

THE SCHEDULE "A" TOGETHER WITH all common areas and facilities and amenities as set out in **THE SCHEDULE "C"** hereinafter written including the right to use and enjoy the same in common with the co-owner and occupiers of the said premises being of all other portions of the said building subject however to the like share in all liabilities relating to the said building including rates and taxes, levies, cost of repair and maintenance etc. and other lawful cost of preservation, protection and maintenance of the said building as set out in **THE SCHEDULE "D"** and subject to the terms and conditions as mentioned in the **SCHEDULE "E"** and **TO HAVE AND TO HOLD** the said residential unit hereby granted transferred and conveyed assigned and assured or expressed or intended so to be unto and to the use of the said Purchasers forever **AND** the Vendor do hereby covenant that notwithstanding any acts, deeds, matters or things by the said Vendors or their predecessor-in-title done and executed or knowingly suffered to the contrary the said Vendors have in themselves indefeasible and absolute title as and for estate and hereditaments in fee simple in possession of an estate equivalent thereto in the said residential unit hereditaments and premises or expressed or intended so to be **AND THAT** the said Vendors now have in themselves good right full power and absolute authority to grant, transfer, assign and assure the same in the manner aforesaid and the Purchaser shall and may at all times hereafter peaceably and quietly enter upon and enjoy and possess the said unit with all easement rights and receive the rents, issues and profit hereof without any lawful eviction, interruption, claim or demand whatsoever from/or by the Vendors or their assigns or by any person or persons lawfully or equitably claiming from under or in trust for the said Vendor **AND** that free from the clear and freely and clearly and absolutely acquitted and exonerated and forever discharge or otherwise by and at the costs and expenses of the Vendor well and sufficiently saved defended kept harmless and charges liens, debts, and attachments and encumbrances made or succeed by the Vendor and all persons lawfully or equitably claiming from under or in trust for the said Vendors **AND FURTHER** that the said Vendors and all person or persons having or lawfully equitably claiming any estate or interest in the said land hereditament and premises or any part thereof from under or in trust for the said Vendor shall and will from time to time and all times hereafter at the request

and costs of the Purchaser do and execute all such acts, deeds, matters and things whatsoever for further and more perfectly assuring the said unit unto and to the use of the said Purchaser as shall may reasonably required **AND** the Vendor do hereby covenant with the Purchaser that the said Vendor shall and will from time to time and at all times hereafter keep the Purchaser including their successor-in-interest, executors, administrators, safe harmless and indemnified and their estate and effect from and against dispossession of the said unit or any part thereof and against all actions, proceedings claims, damages, demands and expenses and it may be put to or incur in respect of the said unit with easement right and title hereby granted and conveyed transferred, assigned and assured or any part thereof by reason of any defect in title of the Vendors as set forth herein or of the Vendors not having no right or capacity to grant, convey, transfer and assign the same in the manner aforesaid.

Article VII : RIGHTS , OBLIGATION & USER

It is hereby mutually agreed by and between the parties hereto THAT

1. That the Purchaser has inspected the building plan and other documents relating to the title of the Owner.
2. That the Purchaser has satisfied themselves as to the amenities available to the owners and occupiers of different portions of premises.
3. That the Purchaser shall not raise any question or objection with regard the marketable title of the Owner over and above in respect of the demised premises at any time in future and the Purchaser have taken inspection of the work-in-progress of construction comprised in the demised premises and is satisfied with the construction thereof. The Developer will be responsible to answer any question regarding title of the owners, sanction of plan and construction thereof. The Developer will obtain building completion certificate at the end of the project and a copy of the same will be handed over to the Purchaser.
4. That apart from the said residential unit and right over common areas, common user and common facilities and also common conveniences and amenities which are detailed in schedule hereunder, the Purchaser shall not have any right,

title and interest over any other portion of the building constructed on the land of the mother premises, and in so far as the user and enjoyment in common of the common areas and common conveniences by the Purchaser is concerned and he shall not create obstruction or nuisance or interfere with the right of any other person entitled to use the same in common.

5. The common areas and facilities mentioned in the Schedule "C" hereto shall at all times be held and enjoyed jointly by the owners and/or occupiers of the different portions of the said premises except as mentioned in so far as the same be necessary for proper use and enjoyment of the portion if any portion allotted or purchased by any of them and shall be used and enjoyment by them in common amongst themselves and no owner or occupier of any portion of the said premises shall be entitled to make a partition or division thereof or claim to have any exclusive right to any portion thereof.

6. Each owner and occupier of different portions of the said premises shall use the said areas and facilities without hindrance or and encroaching upon the lawful rights of the owners and occupiers of other portions thereof.

7. The interest of the Purchaser in the building and in the common areas and facilities shall not alter without the consent of the owners of all other portions of the said premises.

8. The common area and facilities shall remain undivided and no owner of any portion of the building shall be entitled to make partition or division thereof except otherwise in the Schedule "C".

9. No owner of any portion of the said premises shall do any act which may be prejudicial to the soundness or safety of the building or may in any way impair of any constructional work or make any material change in the portion of the building so purchased by them.

10. Each owner of different portion of the said premises shall be entitled to apply to have such portion separately assessed if and in so far as, same are allowed in law.

11. The Purchaser has agreed from time to time and at all times to keep the said residential unit allotted/purchased by him and every part thereof in good repair and conditions.

12. The Purchaser shall not any time demolish or cause to be demolished, damages or cause to neither be damages the residential unit as purchased by him nor make any alternation in the elevation or outside colour scheme of the said unit.

13. The Purchaser shall have right to use in respect of any open space, stairs and common space of the said building commonly without exclusive ownership.

14. The Purchasers shall use the said residential unit for residential purposes only. The Purchaser shall not use the said unit or cause the same to be used in any manner to lower the dignity of the premises or the dignity of the other occupiers/Co-owners.

15. The Purchaser shall not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the compound or any portion of the building.

16. The rights and liabilities of Purchaser of the said residential unit along with the percentage of interest in the common areas and facilities shall transferable as any other immovable property.

17. That the developer shall carry out the maintenance work of the entire building and the Purchaser shall immediately after 15 days form delivery of possession by the Developer, be bound to pay proportionate share of municipal taxes till the demised premises is separately assessed by the Municipal Authority and also the proportionate share of maintenance charges and other outgoings as charged by the developer from time to time in respect of the entire building to the Developer. It is recorded that if the Purchaser fails to pay the proportionate share of municipal taxes or proportionate share of maintenance charges, the Purchaser shall be disentitled to avail of the common facilities and common conveniences and it is further recorded that in all cases the proportionate share of the Purchaser shall be the ratio of the super built up area of the demised premises divided by the F. A. R. of the new building. It is also applicable in case of construction of further floor beyond G+IV by the Purchasers of that floor.

18. That the Owner/Developer shall be entitled to make such variations and/or modifications in the plans and/or specifications and/or construction of the building as may deemed necessary or may required to be done at the instance of the Government /Municipal Authority or any other legal authorities or under any

statute or due to any eventuality under the advice of its Architect or otherwise without any Purchasers' consent or hindrance or objection or claim by or on behalf of the Purchasers.

19. That the Purchaser shall not obstruct the common passage, ingress-egress lobby and shall not create any nuisance or annoyance and shall do the cooking within the demise unit by smokeless fuel and the Purchaser shall not paint the exterior of the demised premises except in keeping with the colour scheme of the entire exterior and the Purchaser shall not affix any air conditioner in the demised residential unit save and except in the space provided for the purpose and the Purchaser shall not do any repair work in the demised premises which shall impair the structural stability of the demised premises and causing any disturbance, nuisance or annoyance to the other occupants of the entire building and the Purchasers shall always co-operate with the other occupants of the entire building.

20. Subject to the provision contained in this presents including the schedule and subject to the provisions of the deed for the time being in force the Purchaser shall be entitled to the exclusive ownership possession and enjoyment of the said residential unit in the premises purchased or acquired by him **TOGETHER WITH** all the benefits and facilities as herein provided.

21. The documents of title of the premises shall remain in the custody of the Developer till the owners of the different spaces of the premises form an association and take over the charge of maintenance of the premises. When the Association will be formed and it will take over the management and maintenance of the premises, the documents of title shall be made over to and remain in the custody of such Association. Each of the owners of different portion of the premises are entitled to take inspection of the same upon giving reasonable notice to the said association and/or copy of the same upon making payment for the same.

22. All open spaces other than drive way and the main entrance passage at the ground floor of or in the building or the premises shall remain the exclusive property of the Vendor/ Developer and the Vendor/ Developer shall have the right to use, transfer or deal with the same in such manner as the Vendor/ Developer shall in its absolute discretion think fit and proper and in that case the Purchaser shall not be entitled to raise any objection claim obstruction or hindrance with

regard thereto nor claim any right of whatsoever nature over and in respect of the said space belonging to the Vendor or in respect of other portions in the building.

23. Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Vendor/ Developer shall be entitled to raise further story or stories on the roof for the time being of the building and to do all acts, deeds and things lawfully and make all alterations and connections (including to connect all existing utilities and facilities available at the said premises viz. light, water, electricity, sewerage, drainage etc. to the new construction) as be deemed to be expedient to make such area and constructions tenantable and to use, enjoy, hold and/or sell, transfer the same to any person on such terms and conditions as the Vendor/Developer in their absolute discretion may think fit and proper and the Purchasers will not create and/or raise any obstruction or objection in whatsoever manner to that respect.

24. In the event of the Purchaser failing and/or neglecting or refusing to make payment of the maintenance charges, municipal rates and taxes (till separately not assessed), common expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then the Vendor/Developer shall entitled to discontinue water as well as electricity and claim interest at the rate of 18% per annum on all the outstanding amounts and further to demand and realize directly any rent or other amounts becoming payable to the Purchaser by Lessee or any tenant or licensee or other occupant in respect of the said residential unit.

THE PURCHASER HEREBY FURTHER COVENANT WITH THE VENDOR as follows-

1. The Purchaser so as to bind himself to the Vendor/ Developer and so that this covenant shall be for the benefit of the said building, other owners and other constructed areas therein and every part thereof do hereby covenant with the Vendor/ Developer and all persons deriving title under the Vendor/ Developer that the Purchaser and all other persons deriving title under the Purchaser will at times

hereafter observe the restrictions hereto.

2. The Purchaser binds himself to pay regularly and punctually the following outgoings:

i) Panchayat rates and taxes and water tax assessed on the said residential unit to the Panchayat Authority along with the owner or owners of the remaining portions Provided That so long as the said residential unit is not assessed separately for the purpose of such rates and taxes, the Purchasers shall pay to the Vendor/Developer such quantum of rates and taxes as may be arrived at on pro-rata basis.

ii) All other impositions, levies, cess, taxes and other outgoings, if any, whether existing or as may be imposed at any time in future on the said residential unit or on the said premises, whether demanded from the Purchasers or the vendor, shall be paid by the Purchasers for the said residential unit wholly in case the same related to the said residential unit and proportionately in case the same relates to the said premises to the concerned authority directly or through the Developer as the case be. It is specifically mentioned that the Purchaser has already paid appropriate GST for his purchase through developer as per government rule.

iii) Electricity charges for the electricity consumed (till the Purchaser shall have his own meter) in or relating to the said residential unit directly to Developer on the basis of the reading shown in the separate sub-meter at the said residential unit at the rates charged by CESC Ltd or WBSEDCL with such share of expenses etc, if any, as may be decided by Developer. The Purchasers undertake to apply for at his costs and have a separate electricity meter in his own name for having electric meter in the said residential unit and such new meter will be installed at the place of electricity meter room provided in the ground floor.

iv) Charges for using enjoying and/or availing any other utility or facility, if exclusively in the said residential unit wholly and if in common with the other co-owners, proportionately payable to the appropriate authority.

v) Maintenance charges and proportionate share of all common expenses as calculated by the Developer will be paid by the Purchasers on monthly basis. The

said amount shall be subject to revision from time to time as be deemed fit and proper by the Develop after taking into account the costs of structure for the common services provided at the said premises. It is clarified that the said monthly maintenance charges does not include any payment or contribution towards major repairs, replacement, renovation, reinstatement, etc. of any common area equipment or installation and the Purchaser undertakes and bind himself to pay the proportionate share of all such expenses on account of such repairs, replacement, renovation, reinstatement etc. as be demanded by the Vendor.

vi) All penalty interest costs charges and expenses arising out of any delay default or negligence in payment of all or any of the aforesaid rates and taxes impositions and/or outgoings proportionately or wholly as the case may be.

3. The liability of the Purchaser for payment of all or any of the amounts specified in clauses 2(i) to 2(vi) herein above shall accrue from the date hereof and the Purchaser shall not hold the Vendor/ Developer liable for rendering any accounts and explanation of any expenses incurred by the vendor/ Developer and the Purchaser shall remain liable to indemnify and keep indemnified vendor/ Developer for all liabilities due to non-fulfillment of the respective obligations contained herein by the Purchasers.

4. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein, in case the same being monthly payments, shall be made to the Vendor/ Developer within 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Vendor/ Developer or its nominee leaving its bill for the same at the above address of the Purchasers **PROVIDED THAT** any amount payable by the Purchasers directly to any authority shall always be paid by the Purchasers within the stipulated due date in respect thereof and the Purchaser shall keep the Vendor/ Developer and the said remaining premises and other owners and other portions indemnified against all the losses and damages costs claims demands actions and proceedings that may be arise due to non-payment or delay in payment thereof.

5. The Purchaser shall keep the said residential unit, partition walls, sewers drains, pipes, cables, wires, entrance and main entrance exclusively serving the said residential unit in good and substantial repair condition so as to support and protect the other parts of the building. In particular and without prejudice to the generality to the foregoing the Purchaser do hereby covenant with the Vendor/ Developer that the Purchaser shall not make any alteration and/or additions in the beams and columns passing through the said residential unit or the common area installations and facilities for the purpose of making changing or repairing the concealed wiring and piping or otherwise whatsoever or howsoever and shall indemnify and keep the vendor/ Developer saved harmless and indemnified in respect thereof.

6. The Purchaser shall not park or allow or permit any one (including his visitors, guests etc.) to park motor cars, two wheelers vehicle or any other vehicle in the driveways, pathways or passages in the premises or at any other place in the ground floor of the building or the open space surrounding on the ground floor of the building.

7. The entire roof of the building including the parapet wall and the room(s)/space on the stair-cover shall be excepted from the sale of the residential unit and the same shall be reserved unto and to the vendor/ Developer and shall belong exclusively and absolutely to the Vendor/ Developer and the Vendor/ Developer shall have the right to make construction, addition and/or alteration (including to set up roof garden, cooling plants and towers, V-sat, Dish or other Antennas at the same in any part thereof) of any nature as permissible under the law thereon and to connect and/or replace all common installations facilities and utilities in and for the premises to the same for such construction or otherwise and to use, enjoy, hold, sell, grant, transfer or otherwise part with the same with or without any construction and in any manner, to any person or persons and on such terms and conditions as the Vendor may in its sole discretion think fit and proper without

causing inconveniences in any manner whatsoever in nature to the convenient use and enjoyment of the said residential unit by the Purchasers.

8. The Purchaser do hereby agree, acknowledge and consent to the rights title and interest excepted and reserved unto the vendor/ Developer under clause 7 hereinabove and to all the provisions and stipulations therein contained and also elsewhere herein and undertakes and covenants not to raise any dispute objection hindrance obstruction or claim with regard to the same or the doing or carrying out of any such act deed or thing in connection therewith by the Vendor/ Developer and/or persons deriving title or authority from the vendor/ Developer. The Purchaser shall have only right of user or enjoyment in respect thereof.

9. The Purchaser shall not make any additions or alterations to the said residential unit (including internal partition walls etc.) which shall impair the structural stability of the demised premises nor to the building nor shall change or alter or permit the alteration in the outside colour scheme of the exposed walls or any external walls or the elevation facade of the said building or the space and also not to decorate or paint or clad the exterior of the said residential unit other than in the manner as be agreed by the Vendor/ Developer in writing or in the manner as near as may be in which the same was previously decorated or painted by the Vendor/ Developer nor to commit or permit to be committed any alteration or changes in pipes conduits cables and other fixtures and fittings serving the building nor to put any mezzanine or any door nor put or take any entry or gate from the boundary walls.

11. The Purchaser shall not do or permit to be done any act deed or thing which may render void or voidable any Policy of insurance on any Unit or any part of the building or may cause any increase in the premium payable in respect thereof.

12. The Purchaser shall maintain at Purchasers' own costs, the said residential unit in the same good condition state and order in which the same now is and

abide by all laws, bye-laws, 'rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act, 1950 as amended from time to time and the rules made there under) of the Government, Municipal Corporation, Kolkata Improvement Trust, Kolkata Metropolitan Development Authority, CESC Limited, WBSEDCL, Fire Brigade and/or any statutory authority and/or local body with regard to the user and maintenance of the said residential unit as well as the common installations and amenities at the said premises and be answerable and responsible for deviation or violation of any of their conditions or rules or bye—laws and shall indemnify and keep the Vendor saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that Vendor may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Purchasers.

12. The Purchaser shall co-operate with the Vendor and the owners of the other spaces of the building in the management and maintenance of the premises and in particular that common areas installation and facilities.

13. The Purchaser shall observe and abide by all rules regulations and restrictions from time to time made in force by the Vendor for the user and management of the premises and particular the Common Areas Installations and Facilities.

**THE SCHEDULE “A” ABOVE REFERRED TO
(The Premises)**

ALL THAT piece and parcel of diverse plots of Bastu 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.

Dag No.	Area (Decimal)
548	17.00
728	101.00
732	68.00

736	8.00
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Property is butted and bounded as follows:

- ON THE NORTH : Building No. B
- ON THE SOUTH : Building No. F
- ON THE EAST : Vendor/Developer Lands
- ON THE WEST : 13 feet Common Road.

**THE SCHEDULE “B” ABOVE REFERRED TO
(The Unit)**

ALL THAT piece and parcel of the self-contained residential **Flat being Unit No.** on the **Floor** admeasuring by estimation a super built up area of square feet be the same or a little more less situated in **Block-C** together with one covered car parking space on the ground floor lying or situated within the said Housing Project commonly known and reputed as **LARICA GREEN PAILAN**, together with the proportionate undivided share or interest into and over the land contained in the ownership Block (variable and not portable) in which the said flat/unit situated and also the rights over the common areas and parts comprised in the building and/or housing complex.

**THE SCHEDULE “C” ABOVE REFERRED TO
(Common areas and facilities with the Co-owners)**

Part-I [Block Common Areas]

1. **Areas:**
 - 1.1 Lobbies and stair cases.
 - 1.2 Gates, Lift Room, Lift Well.

2. **Water and plumbing:**
 - 2.1 Overhead and underground water reservoirs.
 - 2.2 Water pipes (save those inside any apartment).

3. **Electrical Installations:**
 - 3.1 Wiring and accessories for lighting of Common Areas in the block.
Lift and lift machinery.

Part-II [Complex Common Areas]

1. Open pathways.
2. Boundary walls.
3. All gates to the premises.
4. Drains', sewers, septic tank/s
5. Electric transformer/s.
6. Electric cables.
7. Tube well/s , if any.
8. All external lighting.
9. Generator Set/s.
10. Pumps and motors.
11. No other amenities.

**THE SCHEDULE "D" ABOVE REFERRED TO
(Common Expenses)**

1. The expenses for maintaining, operation, white washing, painting, replacing, redecorating and/or lighting the common parts.
2. The expenses for maintaining and running of water pump and lighting the staircase lobby and other common areas including those for renovating and/or replacing the same. The salaries and other expenses of all persons employed for the common purpose.
3. Expenses and deposits for supplies of common utilities to the all owners.
4. Municipal and other rates taxes and levies and all other out going except those separately assessed or incurred in respect of any unit.
5. Cost of establishment, operation, administration and/or otherwise of the society relating to the common purposes.
6. Litigation expenses incurred for the common purposes.
7. All other expenses and outgoings as are deemed by the Owners or the society to be necessary and incidental for the common passage including for creating a fund for replacement, renovation, painting, and/or repainting of the common parts.

**THE SCHEDULE "E" ABOVE REFERRED TO
(Terms & Condition)**

1. Each occupier of different portions of the said premises shall use the said areas and facilities for the purpose for which they are intended without hindrance and/or encroaching upon the rights of the owner/Developer and

- occupiers of other portions thereof.
2. The interest of the Purchasers in the building in respect of common areas and facilities shall not be altered.
 3. The Purchasers have agreed that the Developer shall be entitled to make such variations and/or modifications in the plans and/or specifications and/or construction of the building as may deemed necessary or may required to be done at the instance of the Government /Municipal Authority or any other legal authorities or under any statute or due to any eventually under the advice of his Architect or otherwise without any Purchasers' consent or hindrance or objection or claim by or on behalf of the Purchasers subject to regularization of the same.
 4. The common area and facilities shall remain undivided and no owner of any portion of the building shall be entitled to make partition or division thereof except otherwise in the Third Schedule.
 5. No owner of any portion of the said premises shall do any act, which may be prejudicial to the soundness or safety of the building or may in any way impair of any constructional work or make any material change in the portion of the building so purchased by them.
 6. Each owner of different portion of the said premises shall be entitled to apply to have such portion separately assessed if and in so far as same are allowed in law.
 7. The Purchaser have agreed from time to time and at all times to keep the said Unit allotted/purchased by them and every part thereof in good repair and conditions.
 8. The Purchaser shall not any time demolish or cause to be demolished damages or cause to be damages the Unit as purchased by them nor make

any alternation in the elevation or outside colour scheme of the said unit.

9. The Purchaser shall have no right of ownership of any nature of kind whatsoever in respect of any limited open space, stairs and common space of the said building as mentioned in Schedule "C" which will be used for common purpose of the Co-owners.
10. The Purchaser shall not use the said Unit for any purpose other than residential purpose.
11. The Purchaser shall not throw or accumulate or cause to be thrown or accumulated any dust rubbish or other refuse in the compound or any portion of the building.
12. All notices to be served on the purchasing as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchasers by prepaid post under registered post at the Purchasers address specified above.
13. Subject to the provision contained in the Deed including the schedule and subject to the provisions of the deed for the time being in force the Purchasers shall be entitled to the exclusive ownership possession and enjoyment of the said commercial space in the premises Purchasers or acquired by them TOGETHER WITH all the benefits and facilities as herein provided.
14. The documents of title of the premises shall remain in the custody of the Owner, when an Association as aforesaid is formed and it takes over the management and maintenance of the premises, the documents of title shall be made over to and remain in the custody of such co-operative or association. Each of the owners of different portion of the premises are entitled to take inspection of the same upon giving reasonable notice to the said association and/or copy of the same upon making payment for the

same.

IN WITNESSES WHEREOF the parties hereto have set and subscribe their respective hands to this Agreement for Sale at Kolkata on the Day, Month and Year first have written in presence of

SIGNED SEALED AND DELIVERED

by the PARTIES in the presence of : -

1.

M/S LARICA ESTATES LTD
VENDOR/DEVELOPER
Constituted Attorney of
(Owner)

2.

PURCHASER

Advocate

High Court, Calcutta

MEMO OF CONSIDERATION

RECEIVED a sum of Rs...../- (Rupees only) as and by way of total consideration from the within named Purchaser as follows:

Paid on diverse date of different amount in ::/- instalments.

Total ::/-

Rupees only.

WITNESSES :

1.

M/S LARICA ESTATES LIMITED

VENDOR/DEVELOPER

*Constituted Attorney of
(Owner)*

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